



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1282
Original Issued Date: 01/20/2022
Issued Date: 12/08/2022
Expiration Date: 01/20/2024

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

**Marijuana Delivery Operator Pre-Certification
Number:**

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Lucky Green Ladies LLC

Phone Number: 845-325-2874 **Email Address:** alissamnowak@gmail.com

Business Address 1: 820 Pulaski Blvd **Business Address 2:**
Business City: Bellingham **Business State:** MA **Business Zip Code:** 02019
Mailing Address 1: 820 Pulaski Blvd **Mailing Address 2:**
Mailing City: Bellingham **Mailing State:** MA **Mailing Zip Code:** 02019

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

DBE Documentation:

Document Category	Document Name	Type	ID	Upload Date
Supplier Diversity Office (SDO) Training	Email Confirmation of SDO class completion.jpg	jpeg	60b3e687e03d9635ef5bd97b	05/30/2021
Supplier Diversity Office (SDO) Training	200908 Expedited Review Affidavit.pdf	pdf	60b3e72d7f6a51360532a378	05/30/2021
Supplier Diversity Office (SDO) Certification	SDO LGBT Certification Letter.pdf	pdf	6374f49d52253500082679e6	11/16/2022

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

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE303977

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Date generated: 10/04/2023

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 99

Percentage Of Control: 90

Role: Owner / Partner

Other Role:

First Name: Alissa

Middle Name:

Last Name: Nowak

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity: Italian

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 1

Percentage Of Control: 10

Role: Owner / Partner

Other Role:

First Name: Joann

Middle Name:

Last Name: Nowak

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity: Italian

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Joann

Last Name: Nowak

Suffix:

Types of Capital: Monetary/
Equity

Other Type of
Capital:

Total Value of the Capital Provided:
\$1000000

Percentage of Initial Capital:
100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 394 Old Colony Rd

Establishment Address 2: Unit B Rear

Establishment City: Norton

Establishment Zip Code: 02766

Approximate square footage of the establishment: 2000

How many abutters does this property have?: 23

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification Form.pdf	pdf	6154cd4a7afdc8683b26620b	09/29/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Complaint with Local Bylaws.pdf	pdf	6154cdefaf787c692aac68de	09/29/2021

Community Outreach Meeting Documentation	Approval from Contracting Authority to host COM.jpg	jpeg	615c5bb2af787c692aac8576	10/05/2021
Community Outreach Meeting Documentation	COM posted on Norton website.jpg	jpeg	615c5be17afdc8683b267eec	10/05/2021
Community Outreach Meeting Documentation	Newspaper Posting LGL Sun Chronicle.pdf	pdf	615c5bedd7af7768460924ce	10/05/2021
Community Outreach Meeting Documentation	Notice for COM in Patch 1.jpg	jpeg	615c5d11c28c0968f3845b60	10/05/2021
Community Outreach Meeting Documentation	Notice for COM in Patch 2.jpg	jpeg	615c5d1daf787c692aac8585	10/05/2021
Community Outreach Meeting Documentation	Notice for COM in Patch 3.jpg	jpeg	615c5d2892505868ec668c30	10/05/2021
Community Outreach Meeting Documentation	Public Notice.pdf	pdf	615c5d3b1a0911693590eb70	10/05/2021
Community Outreach Meeting Documentation	Receipt for Abutters list.pdf	pdf	615c5d4292505868ec668c34	10/05/2021
Community Outreach Meeting Documentation	Receipt from Sun Chronicle AD.pdf	pdf	615c5d4cc73bae68fe113792	10/05/2021
Community Outreach Meeting Documentation	Receipt of buying stamps for Abutters letters.pdf	pdf	615c5d65578bf568253ba867	10/05/2021
Community Outreach Meeting Documentation	Sending Abutters Notice @ Post Office.jpg	jpeg	615c5d6fff5a8a691f8576ee	10/05/2021
Community Outreach Meeting Documentation	Attendees.pdf	pdf	615c5e48734f4a69091cfa53	10/05/2021
Community Outreach Meeting Documentation	COM Posted in Norton Media Center.jpg	jpeg	615c5efd92505868ec668c53	10/05/2021
Community Outreach Meeting Documentation	Link to COM .pdf	pdf	615c60e97afdc8683b267f56	10/05/2021
Community Outreach Meeting Documentation	Attachment C Certified Abutters List.pdf	pdf	617097391a091169359146f6	10/20/2021
Community Outreach Meeting Documentation	Attachment B Notice filed with Town Clerk.pdf	pdf	61709745ff5a8a691f85d32a	10/20/2021
Community Outreach Meeting Documentation	Attachment A COM Attestation Form.pdf	pdf	6170974faf787c692aace1bf	10/20/2021

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	Plan to Positively Impact Disproportionately Harmed People.pdf	pdf	617c3c9444662a31f288e002	10/29/2021

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:
First Name: Alissa
RMD Association: Not associated with an RMD
Background Question: yes

Other Role:
Last Name: Nowak **Suffix:**

Individual Background Information 2

Role:
First Name: Joann
RMD Association: Not associated with an RMD
Background Question: no

Other Role:
Last Name: Nowak **Suffix:**

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR Certificate of Good Standing.pdf	pdf	6345ad7d2bb694000864ef5d	10/11/2022
Secretary of Commonwealth - Certificate of Good Standing	MA SOS Certificate of Good Standing.pdf	pdf	634d3eec2bb69400086b7496	10/17/2022
DUA attestation if no employees	DUA Good Standing.pdf	pdf	634d3efd76c666000827ff83	10/17/2022

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization.pdf	pdf	6154cfc1c28c0968f3843e77	09/29/2021
Bylaws	Part 1 Operating Agreement LGL.pdf	pdf	6181b6457c9a0537aea492b9	11/02/2021
Bylaws	Part 2 Operating Agreement LGL.pdf	pdf	6181b6506155aa37c4253b6b	11/02/2021
Bylaws	Part 3 Operating Agreement LGL.pdf	pdf	6181b65c7f037d37d69b952a	11/02/2021

Massachusetts Business Identification Number: 001421318

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Lucky Green Ladies Home Delivery - Pre-cert - Business Plan and Market Sizing.pdf	pdf	60b403557f6a51360532a3a1	05/30/2021
Proposed Timeline	(2022) Proposed Timeline to Become Operational.pdf	pdf	632ca79476c66600080c27cd	09/22/2022
Plan for Liability Insurance	Proof of Insurance.pdf	pdf	6338841a76c666000816a0ef	10/01/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Lucky Green Ladies Home Delivery - Pre-cert - Plan to Prevent Diversion.pdf	pdf	60b4048847412a35e7f0067c	05/30/2021
Storage of marijuana	Lucky Green Ladies Home Delivery - Pre-cert - Storage Plan.pdf	pdf	60b4049bff799435f6382062	05/30/2021
Inventory procedures	Lucky Green Ladies Home Delivery - Pre-cert - Inventory Procedures.pdf	pdf	60b404c1bcb5a361790f8db	05/30/2021
Quality control and testing procedures	Lucky Green Ladies Home Delivery - Pre-cert - Quality Control Procedures.pdf	pdf	60b404e0b0ce31363c8e03b9	05/30/2021
Dispensing procedures	Lucky Green Ladies Home Delivery - Pre-cert - Dispensing Procedures.pdf	pdf	60b4050347412a35e7f00680	05/30/2021
Maintenance of financial records	Lucky Green Ladies Home Delivery - Pre-cert - Maintenance of Financial Records.pdf	pdf	60b4052370eb6e3601abda5a	05/30/2021
Energy Compliance Plan	Lucky Green Ladies Home Delivery - Pre-cert - Energy Compliance Plan.pdf	pdf	60b40541b8d649362655702e	05/30/2021
A plan to obtain marijuana and marijuana products	Lucky Green Ladies Home Delivery - Pre-cert - Product Acquisition Plan.pdf	pdf	60b4054eb0ce31363c8e03bd	05/30/2021
Personnel policies	Lucky Green Ladies Home Delivery - Pre-cert - Personnel Policies (RFI response 2021-08-12).pdf	pdf	611661221cef2b37e5f4bf48	08/13/2021
Qualifications and training	Lucky Green Ladies Home Delivery - Pre-cert - Qualifications and Intended Training (RFI response 2021-08-12).pdf	pdf	6116613785b72937d30165f5	08/13/2021
Record-keeping procedures	Lucky Green Ladies Home Delivery - Pre-cert - Record Keeping Procedures (RFI Response 2021-08-12).pdf	pdf	61166144c82bfb39cb21af17	08/13/2021
Security plan	Lucky Green Ladies Home Delivery - Pre-cert - Security Plan (RFI response 2021-08-12).pdf	pdf	6116615cf4f37839b1f31858	08/13/2021
A detailed plan for White Labeling	Lucky Green Ladies Home Delivery - Pre-cert - White Labeling—Marijuana Delivery Operator (RFI response 2021-08-12).pdf	pdf	6116618ef4f37839b1f3185c	08/13/2021
Transportation of marijuana	Lucky Green Ladies Home Delivery - Pre-cert - Transportation Plan (RFI response 2021-08-12).pdf	pdf	6116656f8a09343989a1cea0	08/13/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Lucky Green Ladies Home Delivery - Pre-cert - Delivery Procedures (RFI response 2021-08-12).pdf	pdf	611ba35beccced39822bdd4a	08/17/2021
Diversity plan	Diversity Plan LGL.pdf	pdf	633883f176c666000816a0c8	10/01/2022

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Goal 1: Reduce barriers of entry in the adult-use marijuana industry for residents from Norton (25%), Mansfield (25%), and Taunton (25%).

Progress Goal 1: Lucky Green Ladies has (1) letter of intent in place to hire an individual that resides in an area of disproportionate impact. That individual is: Jackie Elias and she resides in Taunton. Lucky Green Ladies has not yet commenced operations and intends to further reduce barriers of entry for residents of these areas.

Progress or Success Goal 2

Description of Progress or Success: Goal 2: Provide organizational skills and one-on-one mentorship programs for individuals and businesses facing systemic barriers including but not limited to Participants in the Social Equity and Economic Empowerment Program.

Lucky Green Ladies offers:

- i. One-on-one mentorship programs with two individuals per year
- ii. Classes similar to the Social Equity Program teaching organizational skills, business planning, and spirit of entrepreneurship

Progress Goal 2: Lucky Green Ladies has mentored (1) individual, Howard Libron. Alissa Nowak, the founder and owner of Lucky Green Ladies, is originally from NY. Howard qualifies as Social Equity/Justice Involved participant in the State of NY.

Additionally, Lucky Green Ladies has made progress on ii. "Classes similar to the Social Equity Program teaching organizational skills, business planning, and spirit of entrepreneurship." Lucky Green Ladies paid their website creator \$1,400 (please see attached statement from website creator) to create a Social Equity Program tab on their website. The tab lays out all of the details of Lucky Green Ladies' Social Equity Program. Lucky Green Ladies plans to launch the Social Equity Program once our website is finished with development. Our website will be finished with development before we commence operations.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Goal 1: Hire at least 50% women, 25% minorities, 10% veterans, 10% people with disabilities, 10% LGBT

Progress Goal 1: Lucky Green Ladies is 100% women-owned and 90% Social Equity and LGBT owned. We are committed to promoting, encouraging, and supporting diverse participation. Although Lucky Green Ladies is not yet operational, we have already made progress toward our diversity hiring goals. We have letters of intent with 3 employees. Our workforce is 75% LGBTQ+ individuals and 100% woman. Lucky Green Ladies has established a preference for hiring these individuals and they are prioritized during the review process for all job availabilities. Lucky Green Ladies has not formally started the process of hiring employees. We will start the recruiting process once our Post-Provisional Inspection is complete.

Diversity Progress or Success 2

Description of Progress or Success: Goal 2: Ensure that 30% participants in our supply chain and ancillary services are owned/managed by minority groups; women, veterans, people with disabilities, and/or LGBTQ+ individuals (herein referred to as Plan Populations).

Progress on Goal 2: Lucky Green Ladies has not engaged suppliers yet since we are still a few months away from commencing operations. Lucky Green Ladies still honors this goal and will ensure 30% of participants in our supply chain and ancillary services are owned/managed by these plan populations.

HOURS OF OPERATION

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

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 have been omitted by the applicant from

any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.:

I understand that the regulations stated above require an applicant for licensure to list all Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee including capital that is in the form of land or buildings.:

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

Notification:

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

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

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

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded



Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

LUCKY GREEN LADIES, LLC

2. Name of applicant's authorized representative:

ALISSA NOWAK

3. Signature of applicant's authorized representative:

Alissa Nowak

4. Name of municipality:

TOWN OF NORTON

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

Michael D. Yunits, TOWN MANAGER



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



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

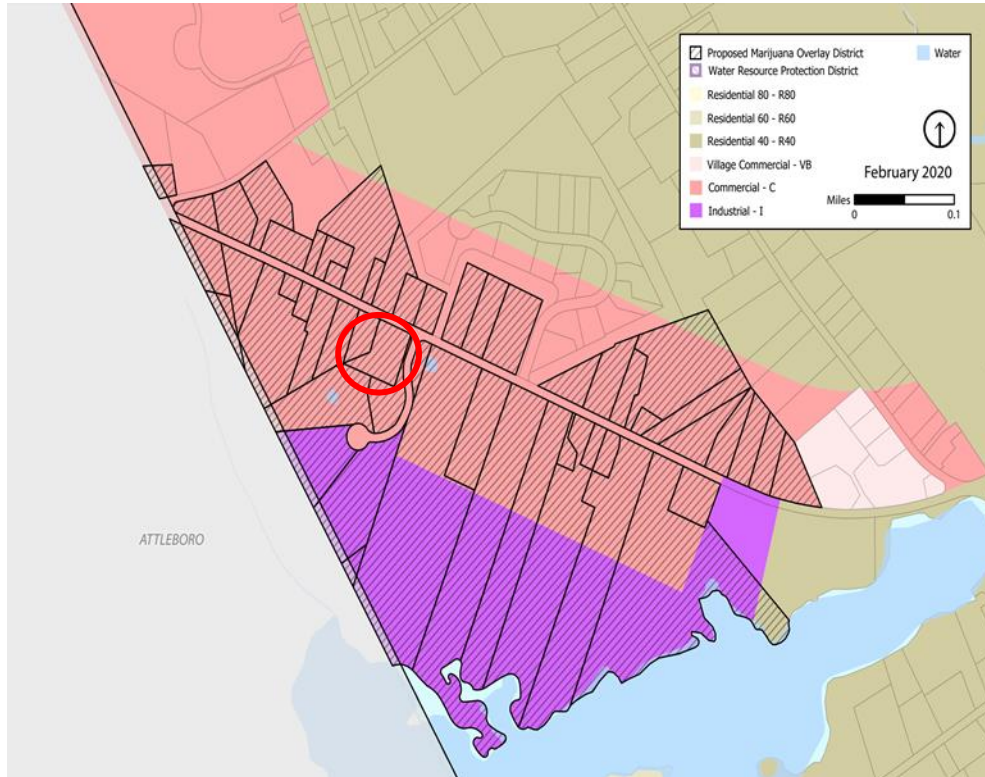
myunitse.nortonma.us.com

8. Host community agreement execution date:

8-31-2021

Plan to Remain Complaint with Local Ordinances

Lucky Green Ladies' proposed Marijuana Delivery Operator Establishment is located at 394 Old Colony Rd, Unit B Rear, Norton in the Commercially-Zoned district. In accordance with the Town's Zoning Bylaw Article XXI § 175-21.5 Marijuana Establishments are allowed to locate and operate in the Town of Norton within the Marijuana Overlay District. The Town of Norton requires a special permit and site plan approval be applied for when the applicant has received their provisional license. Lucky Green Ladies will apply for the special permit and site plan approval once they have received their provisional license.



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

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

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

- Testing

As Lucky Green Ladies, LLC has been granted a host agreement by the Town of Norton on August 31st, 2020, we plan to follow the use regulations for permitted use at our 394 Old Colony Rd location, performance standards for security and fire, and special provisions for parking, loading, signs, etc.


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

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

Seeking Approval for a Virtual Community Outreach Meeting


Inbox x



**Alissa Nowak**

Tue, Aug 31, 1:00 PM (8 days ago) ☆

Hi All, Thank you for approving Lucky Green Ladies to operate a home delivery service. I'm so excited and eager to be a great business partner with the Town. Ye

**Michael Yunits**


Tue, Aug 31, 1:22 PM (8 days ago) ☆

Hi Alissa: We are excited to have you as part of the community. Yes I agree that a Zoom meeting is the best option at this time. Michael D. Yunits Town Manager

**Jack Conway**


Tue, Aug 31, 2:18 PM (8 days ago) ☆

Alissa - Congratulations on your pre-cert approval! Agree with you and Mike, virtual is the way to go. Mike, do we need to formally vote on this or is your ok e

**Alissa Nowak**

Tue, Aug 31, 2:56 PM (8 days ago) ☆

Thank you Jack and Michael. Please let me know if the SB needs to vote on this. Best, Alissa Nowak

**Renee L. Deley** <rdeley@nortonmaus.com>

Tue, Aug 31, 6:16 PM (8 days ago) ☆ ↩ ⋮

to Jack, Michael, me ▾

Evening folks,

The SB does not need to vote on this. A previous applicant also conducted the community outreach meeting virtually. The emails from you, Jack, and Mike will suffice. I'll add my two cents and agree/permit virtual as well. 😊

Looking forward to your meeting Alissa! Happy to support!

Respectfully,
Renee

[Home](#)

Public Notice - Lucky Green Ladies LLC - Public Outreach - Monday, October 4, 2021 6 PM

Participants May Attend online or by phone

POSTED ON: SEPTEMBER 9, 2021 - 9:30AM

Notice is hereby given that Lucky Green Ladies, LLC., will hold a virtual community outreach for a proposed Adult Use Marijuana Home Delivery Operator Establishment.

Please see the attached public notice for all information pertaining to the Community Outreach meeting via Zoom online or via phone.



Attachment

 Public Notice - Lucky Green Ladies, LLC Public Outreach

Size

500.73 KB

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

CLASSIFIED



LEGALS

ZBA Meeting

NORTH ATTLEBOROUGH ZONING BOARD OF APPEALS Public Meeting

Notice is hereby given that in accordance with the provisions of Chapter 40A of the Massachusetts General Laws and all amendments thereto a public hearing will be held on **Tuesday, September 21, 2021, at 6:30 PM** in the lower-level conference room at the North Attleboro Town Hall. All corresponding documents can be found on the Zoning Board of Appeals Website at: <https://www.nattleboro.com/zoning-board-of-appeals/pages/zba-virtual-agenda-packet>. Please check with the zoning office and the meeting agenda for any updates. The Board will be discussing the following applications:

CHRIS WALSH for a Variance from Section V, Use Regulations, Schedule B (In-law Apartment) of the North Attleboro Zoning By-laws to allow renovations in the home to allocate for an In-Law Suite located at 14 Judith Drive. The property is further described as Lot Number 624 on the Assessors Plat Number 38 and located within an R-15 Residential District and contains 16,200 +/- SF of Land.

MICHELLE CERRONE for a Variance from Section IV.B.10, Intensity Regulations, of the North Attleboro Zoning By-laws (two principal structures on the property) to allow the existing back building on the property to continue to be used as a single-family unit in addition to the existing front single-family home as described in the application on the property located at 138 Hoppin Hill Avenue. The property is further described as Lot Number 291 on the Assessors Plat Number 21 and located within an R-40 Residential District and contains 122,821 +/- SF of Land.

PAWTUCKET CREDIT UNION/ BRIAN REGAN for a Variance from Section IV, Intensity Schedule A, Minimum Open Space and from Section VI, Supplementary Regulations; Schedule A, off street parking and loading of the North Attleboro Zoning By-laws to allow parking spaces dimensions of 9ft x 18ft at 99 Chestnut Street. The property is further described as Lot Number 4 on the Assessors Plat Number 40 and located within a C-30 Commercial District and contains 35,707.7 +/- SF of Land.

CUMBERLAND FARMS, INC. for a Variance pursuant Section VIII(1)(9) for relief from Section VI. G (4)(b), of the North Attleboro Zoning By-laws to allow one additional wall sign for a total of two wall signs at the property 41 Plain Street as shown on the submitted plan. The property is further described as Lot Number 273 on the Assessors Plat Number 37 and located within a C30 Commercial: Aquifer Protection District and contains 32,715 +/- SF of Land. Publish 09/7 & 09/14.

LEGALS

Frietas



Commonwealth of Massachusetts
 The Trial Court
 Probate and Family Court
 Bristol Division
NOTICE OF INFORMAL PROBATE
 G.L.C. 190B, § 3-306
 Docket No. BR21P2193EA

Estate of:
 Raymond Frietas
 Date of Death: July 14, 2021

To all persons who have or may have some interest in the above-captioned estate and, if interested, to the Office of the Attorney General and the Department of Veterans Affairs, notice is hereby given on August 18, 2021
 Francis T. Frietas of Attleboro MA

Intends to file with the above-named Probate and Family Court, not sooner than seven (7) days after this notice, a Petition for Informal Probate of Will

Petition for Informal Appointment of Personal Representative, to serve without surety on the bond
 Francis T. Frietas of Attleboro MA

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.
 09/14/2021

LEGALS

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

Notice is hereby given that LUCKY GREEN LADIES, LLC will hold a Virtual Community Outreach Meeting for a proposed Adult-Use Marijuana Home Delivery Operator Establishment on **Monday, October 4th, 2021 at 6:00pm**. Participants may choose to attend the meeting either online or by telephone.

The purpose of this public meeting is to provide interested parties with an opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. The proposed siting is 394 Old Colony Rd, Unit B Rear, Norton, MA, 02766.

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

If you would like to attend the meeting online, please access the Zoom video conference at
<https://zoom.us/j/5082771538>

Meeting ID: 508 277 1538

One tap mobile
 +16465588656, 5082771538# US (New York)

Find your local number: <https://zoom.us/j/5082771538>
 Please note that the meeting agenda and materials to be presented will be available electronically 24 hours in advance of the meeting. To access the agenda and meeting materials, please visit

https://docs.google.com/presentation/d/1Yn3vJicGmYzIf067osBT_Nzug6ot-SO4bHjCkxhNTZiYed12usp-sharing. You will have an opportunity to ask questions and provide feedback prior to and during the meeting at the conclusion of the presentation.

If you have a question you would like to submit prior to the meeting, please email alissamnowak@gmail.com with the subject line Norton Community Outreach Meeting no later than 1:00pm on Monday, October 4th, 2021. For general inquiries or technical support, please email visit <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>.

09/14/2021

LEGALS

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September 24th, 2021 at 6pm EST via Zoom. The proposed retail, cultivation, and product manufacturing marijuana establishment is anticipated to be located at 20 John Williams St, Attleboro, MA. During the meeting, there will be an opportunity for the public to ask questions or you can submit them in advance to info@idealbudz.com.

Link to the Zoom meeting:
<https://us02web.zoom.us/j/85112559994>
 Zoom Meeting ID: 851 1255 9994

The presentation will be posted on www.idealbudz.com at least 24 hours prior to the meeting. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR500.000 et seq.
 09/09-09/24/2021

LEGALS

Morin's



**ATTLEBORO MUNICIPAL COUNCIL
 SPECIAL MEETING
 PUBLIC HEARINGS
 SEPTEMBER 28, 2021**

Notice is hereby given in accordance with Massachusetts General Law that a **PUBLIC HEARING** will be held by the Attleboro Municipal Council on **Tuesday, September 28, 2021** at 7:00 P.M. remotely by Zoom (zoom.us/j/636857461) relative to the following:

PUBLIC HEARING regarding an application to waive Section 11 15.1 of the City Ordinances, to serve alcohol on city property from Morin's Inc. May to October seven days a week at 16 South Main Street.
 09/14/2021

ORDER PERMITTING DESTRUCTION OF COURT RECORDS

Commonwealth of Massachusetts
 District Court Department of the Trial Court

Court Division: Wrentham District

It is hereby Ordered that, in accordance with the provisions of Supreme Judicial Court Rule 1:11:

1. Case papers and records may be destroyed in the following cases filed during the periods shown, and which have been disposed of for ten years or more and sampled pursuant to Section 6 of the rule:

Criminal, filed from	2001	through	2010
Civil, filed from	2001	through	2010
Small Claims, filed from	2001	through	2010
Summary Process, filed from	2001	through	2010
Supplementary Process, filed from	2001	through	2010
Mental Health, filed from	2001	through	2010
Abuse Restraining Orders, filed from	2001	through	2010
Motor Vehicle Infractions, filed from	2001	through	2010
Civil Motor Vehicle Parking Violations, filed from	2001	through	2010
Uttering Violations, filed from	2001	through	2010
Bicycle Violations, filed from	2001	through	2010
Pedestrian Violations, filed from	2001	through	2010
Municipal Dog Control Violations, filed from	2001	through	2010
Decriminalized Ordinance or By-Law Violations, filed from	2001	through	2010
Juvenile Delinquency, filed from	2001	through	2010
Massachusetts-initiated U.R.E.S.A., filed from	2001	through	2010
Other Decriminalized Regulatory Offenses, filed from	2001	through	2010
Care and Protection, filed from	2001	through	2010

youngest child or young adult named on the petition has reached the age of 22, whichever is the later date.

2. The following records shall be retained permanently:

- All cases decided by the Supreme Judicial Court
- Any records dated or known to have been filed earlier than 1800 and all records from any predecessor of the District Court
- Dockets and extended records, except for dockets and extended records for minor violation records, subject to sampling
- Set forth in an Order issued by the Supreme Judicial Court pursuant to Section 6
- All case records, acknowledgements, and agreements filed to establish paternity pursuant to G.L.c. 209C
- All case records filed in or relating to an adoption filed pursuant to G.L.c. 210, or a name change filed pursuant to G.L.c. 209C

3. A copy of this Order shall be published and posted, and any responses received as a result of such publications shall be filed with the Clerk Magistrate to the First Justice of this court and the Chief Justice of the District Court Department, at least 30 days before such papers or records are destroyed.

CERTIFICATE OF CLERK MAGISTRATE

I certify that the dockets of this court for the above cases contain essential information including entries, in those cases in which required, indicating representation by counsel or waiver of counsel and including, in civil cases, information sufficient to permit a judgment within twenty years after the date of the judgment.

CLERK MAGISTRATE NAME (PRINTED)

Michelle L. Kelley

Further information may be obtained from: Wrentham District Court, 80 East Street, 3rd fl., Wrentham, MA 02093

FIRST JUSTICE NAME (PRINTED)

Thomas L. Finigan

CHIEF JUSTICE NAME (PRINTED)

Paul C. Dawley

Town of North Attleborough TOWN GOVERNMENT

ADMINISTRATIVE ASSISTANT - GR.2

BOARD OF ASSESSORS

**Full-Time • 34 Hours Per Week
 SALARY RANGE: \$19.38 to \$28.63**

Administrative Assistant performs financial, customer service and administrative work to assist with the operations of the Assessor's office. Processes excise abatements and reports. Creates abutters lists. Processes recorded plans; creates new lots based on mathematical specifications; coordinates with the engineer to verify changes. Processes deeds and enters data into the automated system. Other duties as assigned.

Associate's Degree preferred; three years of experience in municipal or customer service preferred, or an equivalent combination of education and experience. Familiarity with processing excise tax, municipal software packages, engineering and legal terminology and laws pertaining to municipal assessing preferred.

APPLICATION DEADLINE: September 16, 2021

Submit cover letter and resume to:
HRstaff@nattleboro.com

EOC/AA Employer

AUTO WANTED

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

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

BUSINESS SERVICES

Four Seasons Carpentry New Construction, Additions, Home Improvement. Lic./Ins. 508-455-1455

MIC PLASTERING, INC.

BUSINESS SERVICES

Hello Readers.... We Are OPEN for BUSINESS. So Give Us A Ring!

Big Blue Removal Trash & Junk Removal Attic-Cellar-Garage We Take Everything •Furn. Appliance Yard Waste •Construction Debris Brush DEMOLITION Sheds •Decks Pools Fences •Best Prices Free Est. •Call Tony 508-226-1295 bigbluejunkremovals.com

BUSINESS SERVICES



JR's Home Imp.
 Roofing & Siding Specialist
 Carpentry-Windows-Painting
 Lic. & Ins. ~ 508-982-4243

GENERAL SERVICES

DCL Painting- Interior, Exterior & Powerwashing Free Estimate. 401-617-7304. Like us on Facebook.

GENERAL HELP WANTED

Maintenance Landscaper Wanted: must be able to cut and trim lawns; pruning shrubs, mulching, Fall cleanup. Lic. Needed. 508-222-0745

New England Cannabis Corporation (NECC) is a family owned cannabis cultivation and product manufacturing establishment located in Holliston, MA. We are seeking motivated individuals that share our passion for cannabis and are looking for an opportunity to grow with this thriving industry and our Company! Please view our job posting on Indeed for more details and to apply: <https://www.indeed.com/cmp>

GEN. HELP



SNOW CONTINENTAL
 Town of Work six wheel plows with Comp assign Contact: Operat dmorton@ Phone:

FUEL/WOOD

T. NEA - 508-254-6

ROV

ATTLEBORO profess. & priv m, 508-254-6

AP. UNP

A Near c priv m

1:34 PM

9/8/2021



Patch 1:31 PM



to me ^

From Patch noreply@patch.com

To alissamnowak@gmail.com

Date Sep 8, 2021, 1:31 PM



Standard encryption (TLS)

[Learn more](#)



Thanks for posting!

Your calendar event is live and can be viewed here:



Norton | Event

Lucky Green Ladies Community Outreach Meeting

[View event](#) / [Edit event](#)

Promote your event to get prime placement on Patch news pages, articles, calendars and daily newsletters and

Lucky Green Ladies, LLC
394 Old Colony Rd, Unit B Rear
Norton, MA, 02766

09/08/2021

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

Notice is hereby given that LUCKY GREEN LADIES, LLC will hold a Virtual Community Outreach Meeting for a proposed Adult-Use Marijuana Home Delivery Operator Establishment on **Monday, October 4th, 2021 at 6:00pm**. Participants may choose to attend the meeting either online or by telephone.

The purpose of this public meeting is to provide interested parties with an opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. The proposed siting is 394 Old Colony Rd, Unit B Rear, Norton, MA, 02766.

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

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

<https://zoom.us/j/5082771538>

Meeting ID: 508 277 1538

One tap mobile

+16465588656,,5082771538# US (New York)

Find your local number: <https://zoom.us/u/ae8Kaa2US>

Please note that the meeting agenda and materials to be presented will be available electronically 24 hours in advance of the meeting. To access the agenda and meeting materials, please visit https://docs.google.com/presentation/d/1Yn3vJicGmYZlfo67osBT_Nzuq6ot-SO4bHjCxbNTZjY/edit?usp=sharing. You will have an opportunity to ask questions and provide feedback prior to and during the meeting at the conclusion of the presentation.

If you have a question you would like to submit prior to the meeting, please email alissamnowak@gmail.com with the subject line "Norton Community Outreach Meeting" no later than 1:00pm on Monday, October 4th, 2021. For general inquiries or technical support, please email visit <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>.

Sincerely,



Alissa Nowak
Owner,
Lucky Green Ladies, LLC

NO. Cash

DATE August 30, 2021

RECEIVED FROM Alissa Nowak

Twenty - five & 00/100 DOLLARS

394 Old Colony - Abutters

Account Total \$ 25-

Amount Paid \$ 25-

Balance Due \$ 0

Signature

Kelly

SUN CHRONICLE

34 SOUTH MAIN STREET
ATTLEBORO MA 02703
USA

PHONE: 508-236-0365
FAX:

Advertising Payment Receipt

Account number:	91588	Credit Card #:	*****7208
Account name:	ALISSA NOWAK LUCKY GREEN LADIES 820 PULASKI BLVD BELLINGHAM MA 02019	Approval Code:	00583G[63240850223]
		Credit Holder Name:	ALLISSA NOWAK
Phone number:	508-695-3719		
Payment number:	389394		
Payment date:	09/10/21		
Amount:	211.60		
Payment description:	CREDIT CARD PAYMENTS		

Ad Number:	454891	Class Code:	A100
Ad Taker:	kmadd	Salesperson:	A03
First Words:	SUBJECT: COMMUNITY OUTREA		



UNITED STATES POSTAL SERVICE.

BELLINGHAM
111 MECHANIC ST
BELLINGHAM, MA 02019-9998
(800)275-8777

09/08/2021

04:37 PM

Product	Qty	Unit Price	Price
Garden Beauty Bk	1	\$11.60	\$11.60
PurpleHeartMedal	3	\$0.58	\$1.74

Grand Total: \$13.34

Credit Card Remitted \$13.34

Card Name: VISA

Account #: XXXXXXXXXXXXX7208

Approval #: 09758G

Transaction #: 950

AID: A0000000031010

Chip

AL: VISA CREDIT

PIN: Not Required CAPITAL ONE VISA

USPS is experiencing unprecedented volume
increases and limited employee
availability due to the impacts of
COVID-19. We appreciate your patience.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

Earn rewards on your business account
purchases of Priority Mail labels
with the USPS Loyalty program by
using Click and Ship. Visit
www.usps.com/smallbizloyalty
for more info.

United States Postal Service
NOW HIRING NATIONWIDE
Career Path Positions with Benefits
Apply online at
www.usps.com/careers

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,

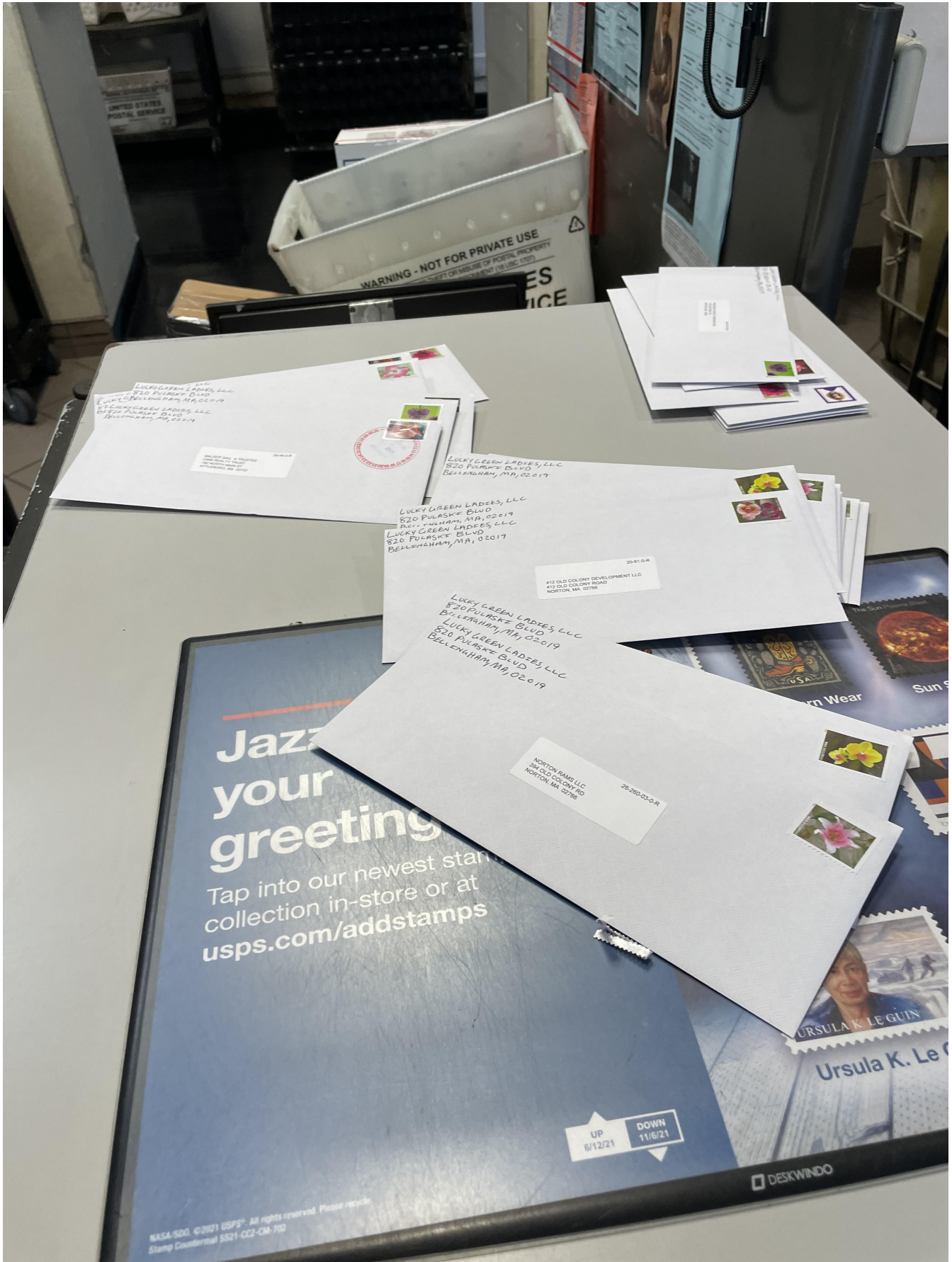


or call 1-800-410-7420.

UFN: 240612-0419

Receipt #: 840-50280002-1-5567241-1

Clerk: 78



LUCKY GREEN LADIES, LLC
820 PULASKI BLVD
BELLINGHAM, MA, 02019
LUCKY GREEN LADIES, LLC
820 PULASKI BLVD
BELLINGHAM, MA, 02019

LUCKY GREEN LADIES, LLC
820 PULASKI BLVD
BELLINGHAM, MA, 02019

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BELLINGHAM, MA, 02019
LUCKY GREEN LADIES, LLC
820 PULASKI BLVD
BELLINGHAM, MA, 02019

NORTON RAMEL LLC
38 OLD COLONY RD
NORTON, MA 02756

Jazz up your greeting
Tap into our newest stamp collection in-store or at
usps.com/addstamps

UP 6/12/21
DOWN 11/6/21

DESKWINDO

NASA/SDO. ©2021 USPS®. All rights reserved. Please recycle.
Stamp Counterfoil SS21-CQ2-CM-702

URSULA K. LE GUIN
Ursula K. Le Guin

There were six (6) attendees at Lucky Green Ladies' Community Outreach Meeting held on Zoom on 10/04/2021.

Search

Lucky Green Ladies, LLC

Community Outreach Meeting
Monday October 4th @ 6:00 P.M.

Norton Media Center

David Rabinovitz (moderator)

Cegelka Family

Alissa Nowak

iPhone

iPhone

Laura Parker

Laura Parker

0:19 / 14:09

Community Outreach Meeting ~ Lucky Green Ladies, LLC 10/04/2021

1 view • Oct 5, 2021

0

0

SHARE

SAVE

Norton Media Center

591 subscribers

SUBSCRIBED

Link to Lucky Green Ladies' Community Outreach Meeting:

<https://youtu.be/5sm5PMY2rI0>

Explanation:

The Commission only accepts these file formats:

- PDF
- JPEG
- JPG
- PNG
- GIF

The video Lucky Green Ladies has available is an MP4 file with a size greater than 4MB. The Commission has a file size limit of 4MB.

**Town of Norton**

70 East Main Street
Norton, Ma 02766
www.nortonma.org

TEL. 508-285-0270
FAX 508-286-2679

Office Staff

Denise Ellis, MAA Director of Assessing
Felicia Noonan, Assessing Technician
Kelly Malone, Assessing Clerk

Board of Assessors

James Riley, Chairperson
Carolann McCarron, Clerk
Richard Dorney, Member

CERTIFIED ABUTTERS LIST

Date: August 30, 2021

Location: 394 Old Colony Rd.

Map/Parcel: 26/15

Owner(s) of Record (as of January 1, 2021): Ronald D. Haskell

Mailing Address: 60 Handy St
Attleboro, MA 02703


Book/Page 20132/220

Applicant: Alissa Nowak

Phone: 845-325-2874

In accordance with Section 11, Chapter 40A, as amended, we hereby certify that based on the records of this office and to the best of our knowledge and belief, the attached list are the names and addresses of the abutters to the above referenced property.

TOWN OF NORTON ASSESSOR'S DEPARTMENT



Kelly Malone
Assessing Clerk

Key: 3847

Town of NORTON - Fiscal Year 2022 Preliminary

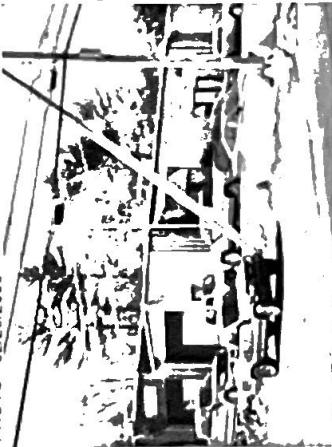
8/30/2021 9:47 am SEQ # 1

CURRENT OWNER			PARCEL ID		LOCATION		CLASS		CLASS%		DESCRIPTION		BN ID		CARD	
HASKELL RONALD D 60 HANDY ST ATTLEBORO, MA 02703			26-15-0		394 OLD COLONY RD		3320		100		AUTO REPAIR		1		1 of 2	
			TRANSFER HISTORY		DOS		T		SALE PRICE		BK-PG (Cert)					
			HASKELL RONALD D		07/28/1995		L		150,000		6425-225					
			LEAF KEVIN & KAREN		10/03/1989		QS		415,000		4255-312					
			CALHOUN T & DEE W				QS				3587-193					
			ADJ BASE		SAF		LPI		VC		CREDIT AMT		ADJ VALUE			
			103 S		43,560 C5		1.00/100		1.00/100		1.00 C5		182,300		182,300	
			303 A		0.180 C5		1.00/100		1.00/100		1.00 C5		9,000		1,620	

TOTAL		1.180 Acres		ZONING		FRNT		0	
Nah		C5		N		O		T	
Inf1		FACTOR 100		T					
Inf2		PHY 100		E					

TOTAL		1.180 Acres		ZONING		FRNT		0	
Nah		C5		N		O		T	
Inf1		FACTOR 100		T					
Inf2		PHY 100		E					

PHOTO 02/29/2008



BLOG COMMENTS

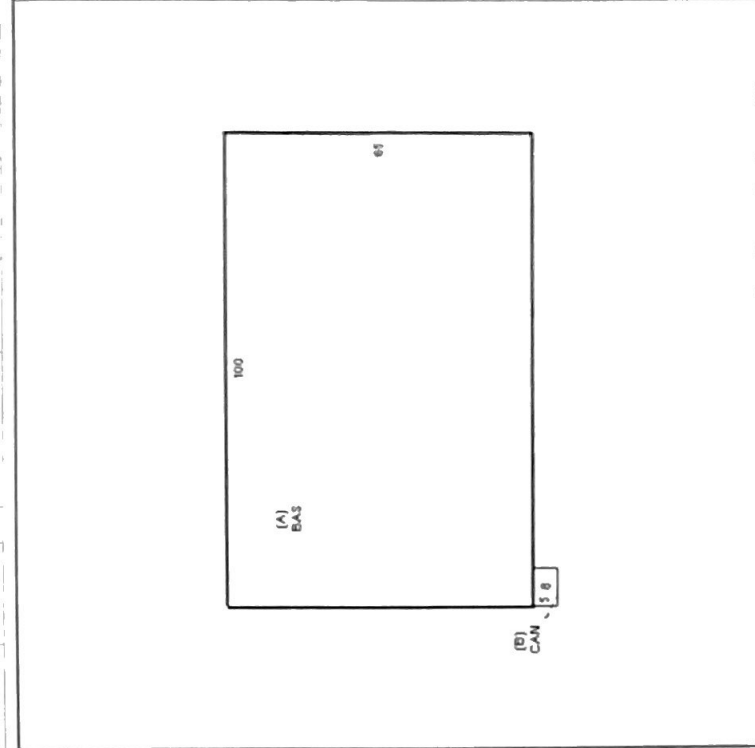
RON'S TRANSMISSION

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD
PAV	A	1.00/50	0.50		10,000	1.80	9,000
SP2	A	1.00/20	0.80		36	159.30	4,600
S/V	A	1.00 SV	1.00 5 STORAGE CO		5,000	1.00	5,000

BUILDING	CD	ADJ	DESC
MODEL	5		CIM-5
STYLE	52	0.55	SERVICE GARAGE (100%)
QUALITY	-	0.85	MINUS AVE (100%)
FRAME	4	0.98	METAL (100%)

MEASURE		2/29/2008		DF	
LIST		2/29/2008		DF	
REVIEW					
ELEMENT		CD		DESCRIPTION	
FOUNDATION		2		SLAB	
EXT COVER		19		PREFAB METAL	
ROOF SHAPE		1		GABLE	
ROOF COVER		10		METAL	
FLOOR COVER		9		CONCRETE	
INT. FINISH		6		MINIMUM	
HEATING/COOL		15		SUSPENDED	
FUEL SOURCE		1		OIL	

CAPACITY		UNITS		ADJ	
STORIES		1		1.00	
% HEATED		100		1.00	
% AIR COND		0		1.00	
% SPRINKLER		0		1.00	



TOTAL RCN		313,484	
CONDITION ELEM		CD	
EXTERIOR		A	
INTERIOR		A	
CDN/APP		A	

EFF YRAGE		1988 / 21	
COND		28 20 %	
FUNC		0	
FCON		0	
DEPR		28	
RCNLD		2,232,000	

Key: 3847

Town of NORTON - Fiscal Year 2022 Preliminary

8/30/2021 9:47 am SEQ # 2

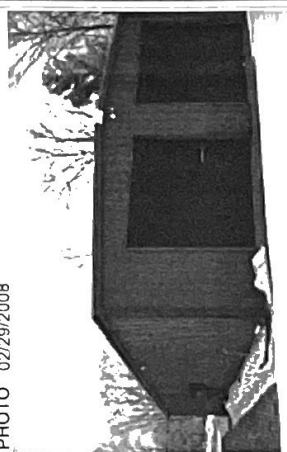
CURRENT OWNER		PARCEL ID		LOCATION	
HASKELL RONALD D		26-15-0		394 OLD COLONY RD	
60 HANDY ST		TRANSFER HISTORY		DOS T SALE PRICE BK-PG (Cert)	
ATTLEBORO, MA 02703					

CD	T	AC/SF/UN	Nah	Intf1	Intf2	ADJ BASE	SAF	Intf3	Lpi	VC	CREDIT AMT	ADJ VALUE

TOTAL		ZONING		FRNT		ASSESSED	CURRENT	PREVIOUS
Nah		N				LAND	156,600	
Intf1		O				BUILDING		
Intf2		T				DETACHED		
		E				OTHER		
						TOTAL		

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD

PHOTO 02/29/2008



BLDG COMMENTS	
BEDROCK GRANITE	

BUILDING	CD	ADJ	DESC	MEASURE
MODEL	5		CIM-5	LIST
STYLE	52	0.55	SERVICE GARAGE (100%)	REVIEW
QUALITY	-	0.85	MINUS AVE (100%)	
FRAME	4	0.98	METAL (100%)	

YEAR BLT	1987	SIZE ADJ	1.000
NET AREA	4,000	DETAIL ADJ	0.484
\$NLA(RCN)	\$52	OVERALL	1.000

CAPACITY	UNITS	ADJ
STORIES	1	1.00
% HEATED	100	1.00
% AIR COND	0	1.00
% SPRINKLER	0	1.00

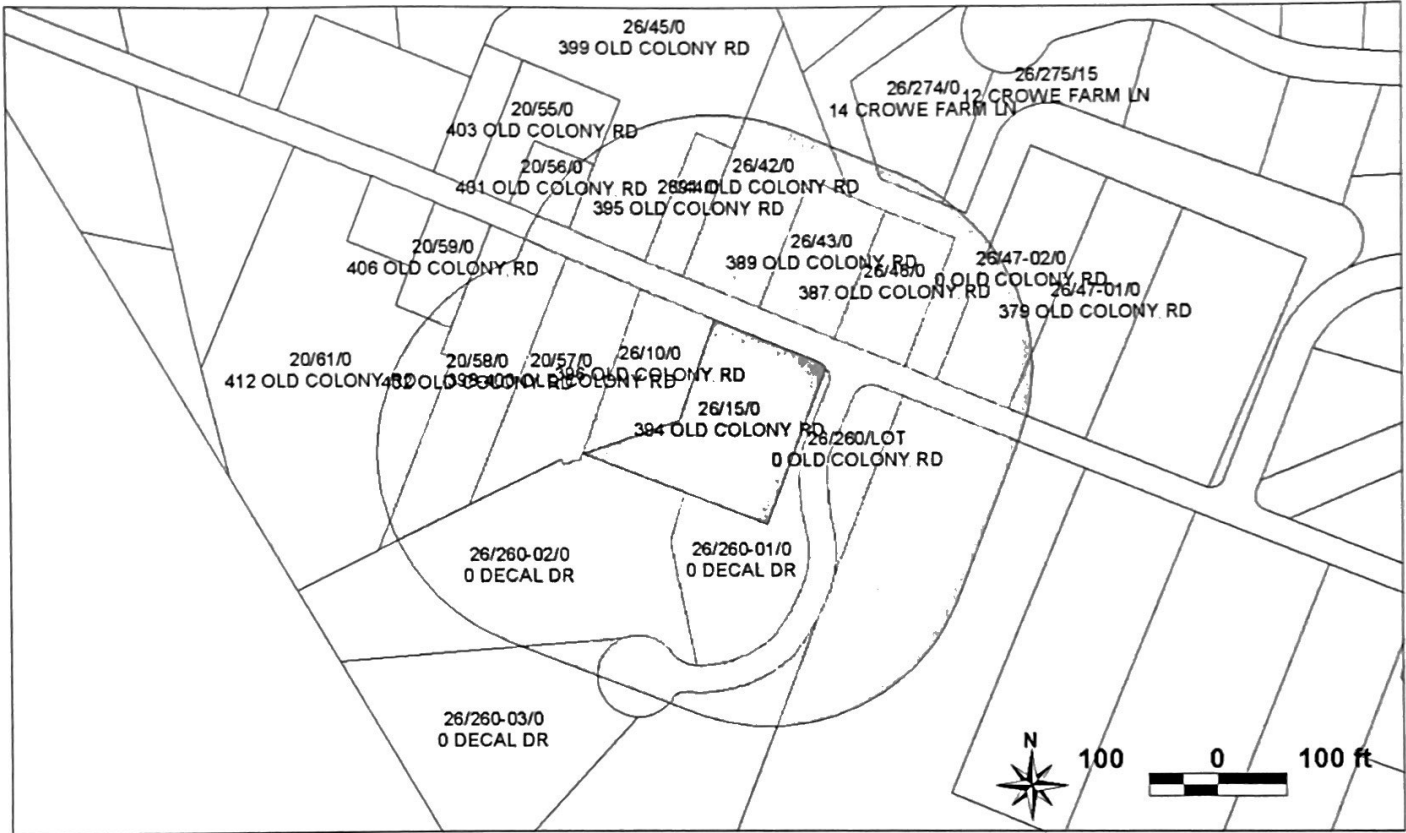
ELEMENT	CD	DESCRIPTION	ADJ
FOUNDATION	2	SLAB	1.00
EXT COVER	19	PREFAB METAL	1.00
ROOF SHAPE	1	GABLE	1.00
ROOF COVER	10	METAL	1.00
FLOOR COVER	9	CONCRETE	0.95
INT FINISH	6	MINIMUM	0.95
HEATING/COOL	15	SUSPENDED	0.95
FUEL SOURCE	1	OIL	1.00

TOTAL RCN	208,820
CONDITION ELEM	CD
EXTERIOR	A
INTERIOR	A
CD/APP	A

EFF YR/AGE	1990 / 29
COND	25 25 %
FUNC	0
ECON	0
DEPR	25 % GD 75
RCNLD	\$156,600

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

Abutters List Within 300 feet of Parcel 26/15/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
2445	20-55-0-R		403 OLD COLONY RD	P O BOX 327	CHARTLEY	MA	02712
4381	20-56-0-R		401 OLD COLONY RD	2625 MAPLE SWAMP ROAD	NORTH DIGHTON	MA	02764
2446	20-57-0-R		398-400 OLD COLONY RD	400 OLD COLONY RD	NORTON	MA	02766
2447	20-58-0-R		402 OLD COLONY RD	3 CHERRY TREE DR	NORTON	MA	02766
4382	20-59-0-R		406 OLD COLONY RD	406 OLD COLONY RD	NORTON	MA	02766
4384	20-61-0-R		412 OLD COLONY RD	412 OLD COLONY ROAD	NORTON	MA	02766
3843	26-9-0-R		380 OLD COLONY RD	745 PIKE AVE	ATTLEBORO	MA	02703
3851	26-10-0-R		396 OLD COLONY RD	119 MAPLE STREET	NORTON	MA	02766
3847	26-15-0-R		394 OLD COLONY RD	60 HANDY ST	ATTLEBORO	MA	02703
4539	26-42-0-R		391 OLD COLONY RD	391 OLD COLONY RD	NORTON	MA	02766
4541	26-43-0-R		389 OLD COLONY RD	389 OLD COLONY RD	NORTON	MA	02766
3855	26-44-0-R		395 OLD COLONY RD	395 OLD COLONY RD	NORTON	MA	02766
3853	26-45-0-R		399 OLD COLONY RD	98 BROOKSIDE CIRCLE	RAYNHAM	MA	02767
3857	26-46-0-R		387 OLD COLONY RD	182 NORTH MAIN ST	ATTLEBORO	MA	02703
10254	26-47-01-0-R		379 OLD COLONY RD	7 FIELDSTONE CIR	NORTON	MA	02766

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
10255	26-47-02-0-R		0 OLD COLONY RD	7 FIELDSTONE CIRCLE	NORTON	MA	02766
5809	26-260-LOT-R		0 OLD COLONY RD	394 OLD COLONY RD	NORTON	MA	02766
5942	26-260-01-0-R		0 DECAL DR	394 OLD COLONY RD	NORTON	MA	02766
5943	26-260-02-0-R		0 DECAL DR	394 OLD COLONY RD	NORTON	MA	02766
5944	26-260-03-0-R		0 DECAL DR	394 OLD COLONY RD	NORTON	MA	02766
5946	26-260-04-0-R		0 DECAL DR	394 OLD COLONY RD	NORTON	MA	02766
6275	26-274-0-R		14 CROWE FARM LN	14 CROWE FARM LN	NORTON	MA	02766
6276	26-275-15-R		12 CROWE FARM LN	12 CROWE FARM LN	NORTON	MA	02766

Lucky Green Ladies, LLC
394 Old Colony Rd, Unit B Rear
Norton, MA, 02766

RECEIVED
NORTON TOWN CLERK
2021 SEP 24 PM 12:07

09/08/2021

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

Notice is hereby given that LUCKY GREEN LADIES, LLC will hold a Virtual Community Outreach Meeting for a proposed Adult-Use Marijuana Home Delivery Operator Establishment on **Monday, October 4th, 2021 at 6:00pm**. Participants may choose to attend the meeting either online or by telephone.

The purpose of this public meeting is to provide interested parties with an opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. The proposed siting is 394 Old Colony Rd, Unit B Rear, Norton, MA, 02766.

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

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

<https://zoom.us/j/5082771538>

Meeting ID: 508 277 1538

One tap mobile

+16465588656,,5082771538# US (New York)

Find your local number: <https://zoom.us/j/ae8Kaa2US>

Please note that the meeting agenda and materials to be presented will be available electronically 24 hours in advance of the meeting. To access the agenda and meeting materials, please visit https://docs.google.com/presentation/d/1Yn3vJlcGmYZIf067osBT_Nzuq6ot-SO4bHJCxhNTZjY/edit?usp=sharing. You will have an opportunity to ask questions and provide feedback prior to and during the meeting at the conclusion of the presentation.

If you have a question you would like to submit prior to the meeting, please email alissanowak@gmail.com with the subject line "Norton Community Outreach Meeting" no later than 1:00pm on Monday, October 4th, 2021. For general inquiries or technical support, please email visit <https://support.zoom.us/hc/en-us/articles/201362193-joining-a-meeting>.

Sincerely,



Alissa Nowak
Owner,
Lucky Green Ladies, LLC



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 10/04/2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication: 09/14/2021
- b. Name of publication: THE SUN CHRONICLE

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

- a. Date notice filed: 09/24/2021

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

- a. Date notice(s) mailed: 09/09/2021

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



Name of applicant:

LUCKY GREEN LADIES, LLC

Name of applicant's authorized representative:

ALISSA NOWAK

Signature of applicant's authorized representative:

Alissa Nowak



Plan to Positively Impact Disproportionately Harmed People

Lucky Green Ladies proposes the following **Goals** for their Plan to Positively Impact Disproportionately Harmed People:

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

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

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

D. Topics to be covered:

- a. Home delivery
 - i. Application and licensing process with CCC
 - ii. Navigating regulations
 - iii. Business compliance with regulations
 - iv. Operating policies and procedures
 - v. Personnel Policies
 - vi. Facility design, build-out
 - vii. Location search- zoning, square footage
 - viii. Finding a municipality, searching for bylaws/ordinances, point of contact
 - ix. Municipal approval, HCA
 - x. Community outreach meeting
 - xi. Security
 - xii. Hiring and training- Responsible Vendor Training Program
 - xiii. Metrc
- b. Business Training
 - i. Choosing entity (eg. LLC, Inc)
 - ii. Registering business with MA SOS
 - 1. Good standing, renewing annually
 - iii. Business plan creation
 - iv. Record keeping and maintenance of financial records
 - v. Raising capital
 - vi. Marketing and advertising
 - vii. Accounting

2. Giving hiring preference to residents from residents from Norton, Mansfield, and Taunton.

- a. Recruitment methods:
 - i. Town of Norton Facebook page (monthly listing)
 - ii. Lucky Green Ladies, LLC website (permanently posted)
 - iii. Advertising in the local newspaper (The Sun Chronicle) (monthly listing)
 - iv. Reaching out to The Base at Wheaton College in Norton (monthly basis)
 - v. Lucky Green Ladies will ask the Commission to notify SE/EEs
- b. Advertisements
 - i. Lucky Green Ladies LLC will post a job listing which states that the establishment is specifically looking for residents who have past drug convictions for employment.

3. Partner with Wheaton College — and their students who are interested in curating educational seminars in marijuana home delivery, marijuana business training, CORI sealing or expunging records.

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

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



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: 0014213181. The exact name of the limited liability company is: LUCKY GREEN LADIES, LLC

2a. Location of its principal office:

No. and Street: 820 PULASKI BLVDCity or Town: BELLINGHAMState: MAZip: 02019Country: USA

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

No. and Street: 820 PULASKI BLVDCity or Town: BELLINGHAMState: MAZip: 02019Country: USA

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

THIS ENTITY IS FORMING TO SEEK LICENSURE FROM THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ALISSA NOWAKNo. and Street: 820 PULASKI BLVDCity or Town: BELLINGHAMState: MAZip: 02019Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JOANN NOWAK	386 INGRASSIA RD MIDDLETOWN, NY 10940 USA
MANAGER	ALISSA NOWAK	820 PULASKI BLVD BELLINGHAM, MA 02019 USA

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	NICK OBOLENSKY	128 DORRANCE ST.,6TH FLOOR PROVIDENCE, RI 02903 USA
SOC SIGNATORY	JOANN NOWAK	386 INGRASSIA RD MIDDLETOWN, NY 10940 USA
SOC SIGNATORY	ALISSA NOWAK	820 PULASKI BLVD BELLINGHAM, MA 02019 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ALISSA NOWAK	820 PULASKI BLVD BELLINGHAM, MA 02019 USA

9. Additional matters:

NONE

SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of January, 2020,
ALISSA NOWAK

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

THE COMMONWEALTH OF MASSACHUSETTS

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

January 21, 2020 11:12 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF

LUCKY GREEN LADIES, LLC

A COMMONWEALTH OF MASSACHUSETTS LIMITED LIABILITY COMPANY

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

a Commonwealth of Massachusetts Limited Liability Company ("the Company") is entered into and shall be effective as of JANUARY 21ST, 2020, by and among the Company and each of the Members of the Company executing this Limited Liability Company Operating Agreement ("Agreement").

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

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

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

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

ARTICLE I

Definitions

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

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

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

ARTICLE II Organization of the Company

SECTION 2.1. BUSINESS OF THE COMPANY.

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

SECTION 2.2. COMPANY NAME.

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

SECTION 2.3. PRINCIPAL OFFICE.

The principal office of the Company shall be located in the State of the Commonwealth of Massachusetts at 820 PULASKI BLVD, BELLINGHAM, MA, or such other place or places as the Members or Managers, as the case may be, may determine from time to time. The Managers will give notice to the Members promptly after any change in the location of the principal office of the Company.

SECTION 2.4. REGISTERED AGENT FOR SERVICE OF PROCESS.

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

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

SECTION 2.5. DURATION.

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

SECTION 2.6. TAX STATUS.

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

SECTION 2.7. FISCAL YEAR.

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

ARTICLE III

Members

SECTION 3.1. NUMBER OF MEMBERS.

There shall be at least one Member.

SECTION 3.2. ORIGINAL MEMBERS.

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

SECTION 3.3. ADDITIONAL MEMBERS.

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

SECTION 3.4. MEETINGS OF MEMBERS.

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

SECTION 3.5. ANNUAL MEETING.

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

SECTION 3.6. SPECIAL MEETING.

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

SECTION 3.7. NOTICE OF MEETING.

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

SECTION 3.8. WAIVER OF MEETING

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

SECTION 3.9. QUORUM.

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

SECTION 3.10. VOTE.

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

SECTION 3.11. MEMBER'S VOTING RIGHTS.

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

SECTION 3.12. MEMBERS ONLY POWERS.

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

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

SECTION 3.13. MEMBER WITHDRAWAL.

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

SECTION 3.14. EVENTS OF WITHDRAWAL.

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

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

SECTION 3.15. EXPULSION OF A MEMBER.

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

ARTICLE IV

Management of the Company

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

SECTION 4.1. MANAGEMENT.

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

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

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

ARTICLE V

Managers

SECTION 5.1. APPOINTED MANAGERS.

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

SECTION 5.2. QUALIFICATION OF MANAGERS.

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

SECTION 5.3. INFORMATION TO MEMBERS.

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

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

SECTION 5.4. NUMBER OF MANAGERS.

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

SECTION 5.5. TERM OF MANAGERS.

Each Manager shall hold office until:

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

SECTION 5.6. DUTY OF MANAGER.

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

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

SECTION 5.7. RESIGNATION OF MANAGER.

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

SECTION 5.8. REMOVAL OF MANAGER.

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

SECTION 5.9. VACANCY IN MANAGER.

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

SECTION 5.10. AUTHORITY OF MANAGERS.

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

SECTION 5.11. COMMITTEE OF MANAGERS.

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

SECTION 5.12. LOANS.

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

SECTION 5.13. CONTRACTS.

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

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

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

SECTION 5.14. MANAGERS MEETINGS.

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

SECTION 5.15. ANNUAL MEETING OF MANAGERS.

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

SECTION 5.16. MANAGERS MEETINGS.

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

SECTION 5.17. QUORUM AND VOTE AT MANAGERS MEETINGS.

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

SECTION 5.18. DELEGATION OF MANAGER DUTIES.

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

SECTION 5.19. COMPENSATION OF MANAGER.

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

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

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

ARTICLE VI Officers

SECTION 6.1. OFFICERS AND RELATED PROVISIONS.

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

SECTION 6.2. ELECTION AND TERM OF OFFICE.

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

SECTION 6.3. REMOVAL OF OFFICERS.

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

SECTION 6.4. VACANCIES.

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

SECTION 6.5. THE PRESIDENT.

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

SECTION 6.6. THE VICE PRESIDENT.

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

SECTION 6.7. THE SECRETARY.

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

SECTION 6.8. THE TREASURER.

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

SECTION 6.9. COMPENSATION.

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

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

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

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

ARTICLE VII

Capital

SECTION 7.1. CAPITAL CONTRIBUTIONS.

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

SECTION 7.2. VALUE OF CAPITAL CONTRIBUTIONS.

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

SECTION 7.3. ADDITIONAL CAPITAL CONTRIBUTIONS.

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

SECTION 7.4. NO INTEREST.

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

SECTION 7.5. CAPITAL ACCOUNTS.

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

SECTION 7.6. OBLIGATION OF MEMBER

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

SECTION 7.7. NO WITHDRAWAL OF CAPITAL CONTRIBUTION.

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

SECTION 7.8. ADDITIONAL MEMBER CAPITAL CONTRIBUTION.

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

ARTICLE VIII

Distributions to Members

SECTION 8.1. DISTRIBUTIONS TO MEMBERS.

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

SECTION 8.2. DISTRIBUTIONS ON DISPOSITION OF ASSETS.

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

SECTION 8.3. DISTRIBUTION TO RESIGNED MEMBER.

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

SECTION 8.4. DISTRIBUTION IN KIND.

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

ARTICLE IX Profits and Losses

SECTION 9.1. PROFIT AND LOSS DEFINED.

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

SECTION 9.2. DISTRIBUTION OF PROFITS AND LOSSES.

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

SECTION 9.3. MEMBER'S DISTRIBUTIVE SHARE.

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

SECTION 9.4. MEMBER'S OBLIGATION TO RETURN DISTRIBUTION.

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

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

ARTICLE X

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

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

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

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

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

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

SECTION 10.2. ASSIGNMENT OF MEMBER'S INTEREST.

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

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

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

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

SECTION 10.4. ADDITIONAL MEMBERS.

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

SECTION 10.5. AGREEMENT BINDING ON ALL MEMBERS.

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

ARTICLE XI

Merger or Consolidation With Other Entities

SECTION 11.1. MERGER OR CONSOLIDATION.

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

ARTICLE XII

Dissociation, Dissolution, Winding Up & Termination

SECTION 12.1. DISSOCIATION.

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

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

SECTION 12.2. DISSOLUTION.

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

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

SECTION 12.3. TERMINATION.

The Company shall be terminated:

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

SECTION 12.4. LIQUIDATION AND WINDING UP.

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

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

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

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

SECTION 12.5. LIQUIDATION STATEMENT TO MEMBERS.

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

SECTION 12.6. JUDICIAL AND ADMINISTRATIVE DISSOLUTION.

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

SECTION 12.7. REVOCATION OF DISSOLUTION.

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

ARTICLE XIII

Books and Reports

SECTION 13.1 BOOKS AND RECORDS; INSPECTION.

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

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

SECTION 13.2. INSPECTION BY MEMBERS.

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

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

ARTICLE XIV Miscellaneous

SECTION 14.1. NOTICES.

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

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

SECTION 14.2. WAIVER OF NOTICE.

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

SECTION 14.3. COMPLETE AGREEMENT.

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

SECTION 14.4. CONSTRUCTION OF THIS AGREEMENT.

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

SECTION 14.5. EFFECT OF INVALIDITY.

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

SECTION 14.6. BINDING EFFECT.

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

SECTION 14.7. GOVERNING LAW.

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

SECTION 14.8. CAPTIONS, ETC.

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

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

SECTION 14.9. GENDER NEUTRAL.

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

SECTION 14.10. TAX MATTERS.

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

SECTION 14.11. EXECUTION.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

ALISSA NOWAK
Joann J. Nowak

Alissa Nowak
Joann J. Nowak

SCHEDULE A

List of Members

Member Name	Taxpayer ID Number	Address	Capital Contribution [Cash, Property/Other]	Percentage of Ownership
ALISSA NOWAK	078-84- 0869	820 PULASKI BLVD BURLINGHAM	\$1,000	90
JOANN NOWAK	063-66- 6410	1925 GOLF OF MEXICO DR, LONG- BOAT KEY, FL 37228 68208	\$1,000	10

Lucky Green Ladies Home Delivery - Pre-cert – Business Plan (Page 1)

Lucky Green Ladies provides the following abbreviated business plan (the Company's full business plan covers many of the subjects requiring independent responses under the Management and Operations Profile packet).

The plan¹ should only include the official business name, doing-business-as name, and branding name of their products. Additionally, the plan should be tailored the types of license(s) the applicant is seeking from the Commission.

Official Business Name: Lucky Green Ladies, LLC
A Massachusetts Domestic Limited Liability Company (LLC)
MA Secretary of State ID No. 001421318
Organized January 21, 2020

Doing-business-as name: *Lucky Green Ladies or Lucky Green Ladies Home Delivery*

Branding name of white-label products: *Lucky Green Ladies*

Operations and Target Market

Lucky Green Ladies will operate as a home delivery business. The primary client will be Lucky Green Ladies proposed adult-use marijuana retail store. Lucky Green Ladies will also offer to provide home delivery services for other, non-Social Equity or Economic Empowerment retailers. The Company expects to collocate the home delivery operation with the retail store.

Products

Flower. Flower is presently the most popular product in adult-use Marijuana stores and is typically smoked or vaporized. Ingestion is through the lungs. There are numerous cultivars/varietyals (often referred to as strains) with varying levels of THC (the psychoactive component) and terpenes (a wide variety of chemicals within the plant that amongst other things provides aroma and flavor).

Extracts. Extracts such as concentrates are manufactured by separating the trichomes (semi-transparent granular hair-like outgrowths) from the Marijuana flowers to create a concentrated dose of this specific part of the Marijuana plant, often called hash, wax, or shatter.

Edibles. Edibles are foods cooked with butter or oil that have been infused with Marijuana (e.g., bars or cookies). Edibles are ingested through the mouth, absorbed in the gastrointestinal tract, and usually take longer to take effect (20 minutes to an hour or more). The effects generally last longer than smoking or vaporizing.

¹ Guidance of Licensure, January 2020

https://mass-cannabis-control.com/wp-content/uploads/200825_Guidance_on_Licensure.pdf

Lucky Green Ladies Home Delivery - Pre-cert – Business Plan (Page 2)

Cartridges. Rather than burning and inhaling Marijuana smoke, Marijuana oil is heated to a vapor and inhaled through a vaping pen. Cartridges are a pre-filled container of Marijuana oil or concentrate designed for electronic Marijuana devices.

Preparations. Preparations include tinctures, dermals, transdermals, nectars, and salves.

Tinctures are a concentrated liquid herbal extract. It is typically made by soaking herbs and other plant parts in alcohol, for weeks to extract the active constituents.

Topicals come in many forms, such as lotions, oils, salves, balms, creams, and bath bombs. Topicals work a bit differently than other Marijuana Products as they do not get the consumer high. Rather, topicals are often used to alleviate various ailments and provide long-lasting relief to those in need. Topicals are becoming increasingly popular since they allow the consumer to receive the beneficial qualities of Marijuana without the psychoactive impact.

There are two primary types of topicals, dermal and transdermal.

Dermals are a Marijuana-infused product, such as creams or lotions, that are absorbed through the skin. These topicals have an effect only on the application site and area, meaning that to be effective, they must be applied where the pain or ailment is. Dermal topicals are great for treating sore or swollen muscles, skin ailments and much more. To use, simply apply the desired amount of product to the area that needs relief.



Transdermal topicals differ from a dermal topical because they are absorbed through the skin and can have healing effects away from the site of application. They are applied the same way as dermal topicals but have more permeating effects. Transdermal topicals are great for those who are unable to consume Marijuana in more traditional methods, contributing to their popularity. Transdermal topicals can provide full-body relief in a matter of moments, which is extremely appealing to people who don't want to smoke or eat Marijuana.

Accessories include grinders, vaporizers, pipes, bongs, rolling papers, storage containers, humidors, books and DVDs relating to Marijuana use and cultivation.

Market Analysis

Lucky Green Ladies commissioned a detailed market analysis report for its proposed adult-use retail store in the town of Norton. That report is presented below. The report analyzes the Massachusetts Marijuana market, estimating the market will reach a normalized level of growth in 2024 and should achieve \$1.8 billion of annual sales. The analysis, comparisons, and calculations to estimate the market size are explained in the report.

The report then turns to the local Norton market area and estimates the local market demand. That section of the report is not applicable to home delivery.

The report explains that while the adult-use Marijuana market in Massachusetts is experiencing explosive growth, as more stores come on line, the average revenue per store will continue to drop until the market reaches a normalized level.



May 20, 2020

Alissa Nowak
Joann Nowak
Lucky Green Ladies, LLC
820 Pulaski Blvd
Bellingham, MA 02019

RE: Estimate of Norton Retail Licensed Marijuana Market and Associated Municipal Revenues

Dear Mses. Nowak,

You have asked us to assist you in researching the potential financial benefits accruing to the Town of Norton (the "Town") in connection with granting Lucky Green Ladies, LLC (you, yours, or "Lucky Green Ladies") a Host Community Agreement for the operation of a retail marijuana establishment¹ within the Town.

We have prepared the following report (the "Report") for Lucky Green Ladies. We understand and anticipate the Report will be submitted to the Town as part of your response to the Town's Request for Information.

Overview of the Report

The Report covers four broad topics:

- a. The size of the total available market for licensed recreational retail marijuana in Massachusetts.
- b. The local area market (Norton) for legal adult-use (recreational) marijuana.
- c. The estimated direct financial benefit to the Town from hosting marijuana retail establishments.
- d. The current political and legal state of issues pertaining to Massachusetts host communities.

Our findings are summarized on the following page.

¹ We generally apply the term "establishment" instead of store as establishment is the term of art employed by the Massachusetts recreational marijuana regulations 935 CMR 500.

Summary of the Findings

We estimate by 2024 the size of the total available market for licensed recreational retail marijuana in Massachusetts will reach \$1.8 billion and then transition to a normalized growth rate. The market was steadily growing through March 23rd, and growth should resume when day-to-day life returns to a level or normalcy. This issue is reviewed in detail in the Report.

Massachusetts annual licensed retail marijuana Total Addressable Market (TAM): \$1.8 billion

Achieve TAM annual sales level: FY 2024

Local sustainable annual Norton retail marijuana market: \$5.5 to \$6.8 million

*Local annual Norton municipal revenue from marijuana: \$450K to \$520K**

Long-term sustainable annual municipal revenue from marijuana: \$350K to \$400K

** Possibly higher, subject to how soon stores open in the Town – see conclusion section*

We estimate that Norton ultimately represents a \$5.5 to \$6.8 million marijuana retail opportunity. As discussed further in this report, our estimate is based upon a level of market maturity. Massachusetts likely will not reach that level of market maturity until 2024.

Massachusetts marijuana prices are near the highest in the U.S. As a result, in the near term, stores will generate higher sales due to higher prices and should experience higher demand until sufficient stores are licensed and operating to meet market needs.

It is important to consider that as of the week ended Sunday March 22, 2020, the average Massachusetts recreational marijuana retail store is operating at an effective \$18.74 million annualized run rate² ³. A store operating at that level would generate \$1.124 million in municipal revenue. This annualized run rate decreases as more stores open. At December 31, 2018, the annualized run rate per average marijuana retail store exceeded \$36 million. For the week ended Sunday March 24, 2019 (one year prior) the annualized run rate per average marijuana retail store was \$26.2 million. As more stores open to consumers, the average run rate will continue to decline.

You are a graduate of the Massachusetts Cannabis Control Commission social equity training program, and therefore, you are considered an expedited applicant and your application will be subject to expedited

² Annualized run rate is MBA-speak for the equivalent annual sales level based upon recent sales performance. To arrive at an annualized run rate, we multiplied the average store sales for the week ended March 22 by 52 weeks. Hence, if the average store continued at that same sales rate for one year, annual sales would be \$18.74 million.

³ **Note added August 22, 2020: By the week ended Sun Aug 16, 2020, the average annualized run rate had decreased to \$17,680,326**

Lucky Green Ladies Home Delivery - Pre-cert – Business Plan (Page 5)

Lucky Green Ladies, LLC
May 20, 2020
Report - Page 3



license review⁴. This should assist you to open earlier than similarly situated non-priority applicants and could result in early-term sales at two to three times a normalized level. From a municipal revenue perspective, this is a substantial revenue advantage. We discuss the components of the following table in the Report below.

Table 1

Expected Long-term Municipal Revenue	Low end	Upper end
Local Market Retail Opportunity (millions)	\$4.972	\$4.972
Easton spillover opportunity		1.221
Potential Sales due to Proximity to Venues	0.494	0.593
Local Sales Potential (millions)	5.466	6.786
3% local tax option	163,983	203,583
3% community impact fee	163,983	203,583
TOTAL ESTIMATED DIRECT TOWN REVENUE	327,967	407,167
Existing Massachusetts Price Premium ⁵	40.9%	40.9%
ESTIMATED DIRECT TOWN REVENUE WITH PRICE PREMIUM	462,105	573,700

A more robust discussion is included below in the Report section.

Please review the attached report and let us know of any additional questions you or the Town representatives might have.

Disclaimer: Our projections and estimates are based upon careful review of generally prime data from a variety of sources. They do not constitute a guaranty of performance.

Thank you!

CannaVentureLabs.com

David Rabinovitz, Consultant

⁴ Certain pre-existing medical marijuana operators and economic empowerment applicants receive priority review. Priority review is no longer available to Marijuana Treatment Centers (the prior vernacular for a medical marijuana operation) per statute. See *Guidance on Licensure*, January 2020, Cannabis Control Commission, page 42, "Order of Review." Pursuant to the guidance, "After priority applicants, the Commission will review expedited applications by the date and time the application was fully submitted. Expedited applications are those submitted by Social Equity Participants..."

⁵ See table 10 below. Massachusetts prices are amongst the highest in the U.S. and the roll-out of retail stores is amongst the slowest. As a result, local prices are high which will generate more sales per store and municipal revenue, until the market comes into equilibrium (supply, demand, and opened stores are balanced).



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The Report

Massachusetts Retail Marijuana: Total Available Market Estimate

Massachusetts appears to be a \$1.8 billion retail market for licensed marijuana products. We estimate it will take until 2024 to reach that level whereupon the market will plateau and enter a phase of normalized growth.

Prior to COVID-19 closures⁶, Massachusetts had 43 retail marijuana establishments licensed and operational⁷. We believe the Massachusetts market will ultimately support approximately 350 retail marijuana establishments. Certain products continue to flourish in times of economic turbulence; marijuana will likely join that list.

To accurately estimate the total available market ("TAM") for licensed retail marijuana in Massachusetts, we first turned to other states that have legalized marijuana for recreational (adult-use) purposes.

Selecting a Proxy State

Regulatory considerations

Some states legalized marijuana with simple and widespread licensing (such as Oregon which is rumored to have a six-year over-supply on hand). Other states, like California, legalized quickly but failed to develop statewide regulations and have continued to wrestle with unlicensed retail shops and federal intervention. In light of the intended use of this Report and to not unfairly burden readers with details of a state by state analysis, we selected Colorado as our proxy. We believe Colorado is the best comparison for these purposes. We summarize the similarities between Massachusetts and Colorado below.

Political attitude toward marijuana

Colorado residents legalized recreational marijuana by a voter initiative in 2012 (55.3 percent yes), Massachusetts residents followed a similar path in 2016 (53.7 percent yes). (Statewide voter-initiative legalization efforts are typically prosecuted during presidential election cycles, hence the four year time variance.) Colorado is often cited as the most established regulated adult-use market in the United States. With similar political leanings toward marijuana legalization and similar demographics (discussed below), Colorado marijuana consumption serves as a good comparison for estimating Massachusetts marijuana

⁶ On March 23rd, Governor Charlie Baker issued [COVID-19 Order No. 13](#) which closed all 43 recreational retail marijuana establishments through April 7th. The Order was further updated [March 31st](#) to extend the closing through May 4th. The Order as to marijuana shops was upheld by an order of Suffolk Superior Court Judge Kenneth Salinger on April 16th. Massachusetts adult-use retail marijuana establishments will re-open with limited service effective May 25, 2020.

⁷ This figure is a moving target as the Cannabis Control Commission continues to review and approve license applications during the COVID-19 shut down.

consumption. While Illinois and Michigan could be appealing as proxies for Massachusetts, their legalization is in its infancy⁸.

Common Demographics

Headcount

At July 1, 2019, the date of the most recent U.S. Census population estimate⁹, Colorado had 5.759 million residents (21st largest) versus 6.892 million in Massachusetts (15th largest) – relatively similar size. The five intermediate states between 15 and 21 are not established adult-use markets (TN, IN, MO, MD, WI). Several larger marijuana-legal states have a less restrictive regulatory and enforcement framework that we do not believe reflect the Massachusetts market.

Who lives there – age, smarts, and money

The age distribution of Colorado's population mirrors Massachusetts. 33 percent of their population is age 25 or under as compared to 30 percent for Massachusetts. Thereafter, the age distribution is nearly identical through age 64.

Table 2: Age Distribution

Age Distribution ¹⁰	0-18	19-25	26-34	35-54	55-64	65+
Colorado	24%	9%	14%	26%	13%	14%
Massachusetts	21%	9%	13%	26%	14%	17%

Educationally, the two states are very similar in education based on national rankings.

Table 3: Education

Education ¹¹	Diploma	Rank	Bachelor's	Rank	Advanced	Rank
Colorado	90.7%	14	38.1%	2	14.0%	7
Massachusetts	89.8%	19	40.5%	1	17.7%	1

There is a variance in income with Massachusetts enjoying the lead, though Massachusetts also carries a higher cost of living. Cost of living indexes are notoriously fickle and not generated by the U.S. Census.

⁸ See table 11

⁹ <https://www.census.gov/data/tables/time-series/demo/popest/2010s-state-total.html>

¹⁰ [Henry J. Kaiser Family Foundation, Population Distribution by Age \(2018\)](#)

¹¹ [Education: United States Census Bureau, American Fact Finder, S1501 Educational Attainment, 2011-2015 American Community Survey 5-Year Estimates](#)

Hence, each publisher has their own secret sauce for estimating COL and dependence upon these estimates should be done with caution.

Table 4: Median Household Income and Cost of Living Index

Income	Median ¹² Household Income	Cost of Living Index ¹³
Colorado	\$71,953	105.6
Massachusetts	\$79,835	131.6

Colorado Retail Marijuana Revenue Levels

After total legal marijuana sales leveled off in 2018, driven primarily by a shift from medical to recreational purchases, in 2019 the state experienced 13.1 percent overall revenue growth (combined medical and adult-use). Recreational sales in Colorado continue to experience double-digit growth levels.

Table 5: Annual Colorado Marijuana Sales

	Medical		Adult-use		Total	
		Annual Growth		Annual Growth		Annual Growth
2014	380,284,040		303,239,699		683,523,739	
2015	418,054,912	9.9%	577,536,343	90.5%	995,591,255	45.7%
2016	445,616,062	6.6%	861,587,411	49.2%	1,307,203,473	31.3%
2017	416,516,782	-6.5%	1,091,185,437	26.6%	1,507,702,219	15.3%
2018	332,173,492	-20.2%	1,213,517,589	11.2%	1,545,691,081	2.5%
2019	338,488,190	1.9%	1,409,502,438	16.2%	1,747,990,628	13.1%

Source: <https://www.colorado.gov/pacific/revenue/colorado-marijuana-sales-reports>

As of April 2020, the Colorado Department of Revenue had published sales for January and February. We compare those figures to the comparable period of 2019 in the table below.

Table 6: Colorado Marijuana Sales Growth 2020 vs. 2019

	Medical		Adult-use		Total	
		Annual Growth		Annual Growth		Annual Growth
2019	49,763,523		194,518,611		244,282,134	
2020	55,909,570	12.4%	223,729,370	15.0%	279,638,940	14.5%

¹² [United States Census 2018 Median Household Income in the United States](#)

¹³ [Cost of Living Index: World Population Review \(U.S. Census does not calculate a cost of living index\)](#)

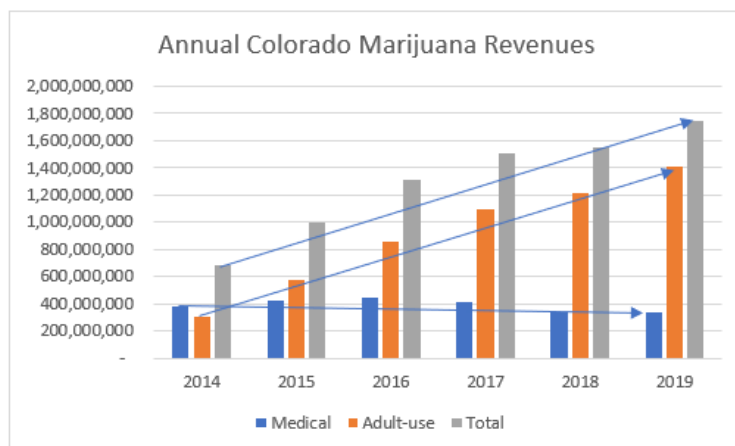
Recreational sales continue to capture a larger share of the Colorado market.

Table 7: Colorado Medical vs. Recreational Sales Mix

	Medical	Adult-use	Total
2014	55.6%	44.4%	100.0%
2015	42.0%	58.0%	100.0%
2016	34.1%	65.9%	100.0%
2017	27.6%	72.4%	100.0%
2018	21.5%	78.5%	100.0%
2019	19.4%	80.6%	100.0%
YTD 2020	20.0%	80.0%	100.0%

The chart below shows total Colorado marijuana revenues (gray), recreational revenues (orange), and medical revenues (blue and declining).

Chart 1: Annual Colorado Marijuana Sales by Channel



Purchasing levels

With an understanding of sales revenue, we sought to estimate per capita purchasing levels.

Headcount

We investigated student headcounts, gave consideration that only students age 21 and older can legally purchase marijuana products from licensed retailers, and ultimately determined that student populations would not have a material influence on overall per capita consumption. In a similar analysis we conducted

in 2019, we found student populations might influence statewide purchasing levels in Colorado by less than 1 percent.

We next considered the potential impact of neighboring states upon long-term revenue levels. Colorado is bordered by seven states and none of these border states have legalized marijuana for recreational use (see the smoking joint in Colorado image). New Mexico and Oklahoma allow medical use. Colorado shares approximately 1,320 miles of border with its seven neighbors; Massachusetts shares less than 250 miles with its five neighbors. In 2019 we investigated population data of cities in neighboring states along major routes into Colorado and determined that due to the lack of population density, it is unlikely that neighboring states contribute significantly to Colorado's marijuana revenues.



Visitors

Our research found Colorado hosted 86 million visitors¹⁴. We assumed visitors stay, on average, 2 ½ days. This has the same effect as increasing the annual population headcount by 589,000 people. Massachusetts has approximately 30.1 million visitors annually which, applying the same approach, equates to an additional 206,000 people.

 Table 8: Colorado Sales per Capita Estimate

	Colorado Retail
2019 Adult-use Sales	1,409,502,438
2020 Increase (Table 6, above)	15.00%
2020 Projected Adult-use Sales	1,621,166,689
Resident Count	5,759,000
Visitors (full-time equivalent headcount)	589,000
Total Headcount	6,348,000
Estimated retail sales per capita	\$255.38

Other Considerations

Population Density

In terms of physical land mass, Colorado dwarfs Massachusetts (table below). As a matter of fact, Colorado could absorb not just Massachusetts, but all 71,992 square miles of New England, and still have room left over for a few pints of Ben & Jerry's, some Legal Chowdah, and a few cases of Sam Adams and Harpoon beer. Resident count per square mile translate into more residents within reasonable driving distance to a marijuana store. Higher population density will eventually favor legal retail sales over unlicensed market

¹⁴ <https://www.colorado.com/news/colorado-tourism-sets-all-time-records-eighth-consecutive-year>
<https://www.massvacation.com/travel-trade/getting-around/stats-reports/#overview>

retail sales as retail outlets will be within shorter driving distance in higher density states (assuming legal prices find a lower equilibrium).

Table 9: Population Density Comparison

Population Density	Rank by Population	Rank by Population Density	Residents per Square Mile	Square Miles
Colorado	22	37	52	103,642
Massachusetts	15	3	871	7,800

Average Market Rate (AMR)

At \$1.4 billion, the Colorado adult-use licensed retail market is expressed in dollars, not pounds. A major influencing factor on market size (\$) is price per pound (known as the Average Market Rate, or simply the "AMR"). Marijuana spot pricing varies widely. It is the only commodity that cannot be transported legally across state lines. That means pricing is local. Colorado's projected 2020 \$1.62 billion market is a function of the local Colorado AMR. Massachusetts has opened with strong pricing but as more cultivation facilities are licensed and reach the harvest stage, the AMR will eventually drop.

In October 2018, a Massachusetts CEO shared that they are working to drive their then current (2018) \$1,500 cost per pound down to \$300 by the end of 2019. An experienced, local, craft cultivator (presently in the license queue) believes their cost per pound will be \$150. As supply and demand come into balance, we expect the AMR will decrease. While consumers may buy more marijuana product as the AMR drops, the relationship is not likely to be linear. However, lower prices will likely drive more consumers from the unlicensed market to the legal market.

According to PriceofWeed.com, Massachusetts continues to experience retail pricing (per ounce of marijuana) 41 percent higher than Colorado.

Table 10: MA vs. CO Price of Weed

	Oct-19	May-20	May-20
Quality	High	High	Medium
Massachusetts	\$340.07	\$339.47	\$282.30
Colorado	\$241.27	\$241.07	\$200.26
Price Premium	40.9%	40.8%	41.0%

Nationally, as to states that have legalized marijuana for recreational purposes, the following table shows price points for both high and medium quality marijuana. Washington and Oregon are both known for having excess inventory and therefore depressed pricing. Massachusetts prices will come down, but not until some level of balance is reached between supply and demand.

Table 11: Price of Weed - Select Adult-use Markets (U.S.) Sorted by Sales Start Date

Quality	May-20 High	May-20 Medium	Price Rank	Sales Start
Colorado	241.07	200.26	3	Jan-2014
Washington	233.94	197.72	2	Jul-2014
Oregon	210.36	187.04	1	Jan-2017
Nevada	270.84	234.23	5	Jul-2017
California	258.88	208.01	4	Jan-2018
Massachusetts	339.47	282.30	7	Nov-2018
Michigan	289.43	271.93	6	Dec-2019
Illinois	352.53	296.51	8	Jan-2020

Massachusetts Retail Marijuana Revenue Potential

Applying the above sales per capita from table 8 to Massachusetts, leads to the following Total Available Market estimate.

Table 12: MA Retail Revenue Potential

	Massachusetts Retail
Residents	6,892,000
Visitors (full-time equivalent)	206,000
Headcount	7,098,000
Retail sales per capita (Colorado)	\$255.38
Total Available Market	\$1,812,703,396

If we were to apply the higher Massachusetts AMR (~41 percent greater price), the total available market would be \$2.554 billion. Hence, it is reasonable to expect that retail stores may very well have higher sales during their first couple years (and consequentially, the host municipality will garner greater financial benefits during those years).

Massachusetts completed its first full calendar year of recreational sales in 2019. According to the Massachusetts Cannabis Control Commission open data platform *Sales by Date and Product Type*, retail sales for calendar year 2019 were \$445.2 million. The award of Massachusetts retail marijuana licenses is proceeding slowly and with the COVID-19 shut down of adult-use stores, FY 2020 total revenue will be impacted. We expect that Massachusetts will not reach its full retail market potential until 2024.

Norton Market Area

Norton is surrounded by Easton, Mansfield, Attleboro, Rehoboth, and Taunton. Each of its neighboring communities, other than Easton, has allowed recreational marijuana stores. The following table shows each municipality, its population, the number of off-premise consumption liquor licenses, the local population count per off-premise liquor license, the minimum allowable marijuana retail stores per statute (one for every five off-premise liquor licenses unless the municipality votes to restrict that

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number), and the number of retail marijuana applications in the Cannabis Control Commission queue (as of April 10, 2020).

To date, only one of these stores has been authorized to commence operations, four have been granted provisional licenses, and 10 are in the submitted application status.



Municipality	Population	\$15 Licenses Off-premise	Population per \$15	Min Stores Allowed	Applications in Queue	Median Household Income
Attleboro	44,284	19	2,331	4	4	70,136
Easton	23,908	11	2,173	Ban	Ban	105,380
Mansfield	23,687	10	2,369	2	1	111,141
Norton	19,468	9	2,163	2	0	102,869
Rehoboth	12,008	6	2,001	2	1	96,098
Taunton	56,789	25	2,272	5	9	56,797

Statewide median household income is reported at \$77,385.

Norton is the home of Wheaton College and the TPC Boston Golf Club (which hosts the PGA-tour Dell Technologies Championship on Labor Day). The Xfinity Center (originally the Great Woods Center for the Performing Arts) is less than a quarter-mile away in Mansfield. Norton is bordered by Easton to the northeast, which is its only neighboring town to have banned retail marijuana stores. In proximity to Norton, Easton is bordered by towns that have allowed retail marijuana stores (other than Stoughton, on the opposite side of Easton from Norton). Hence, Norton may capture some spillover customers from Easton but we suspect no more than 20 percent of Easton's population.

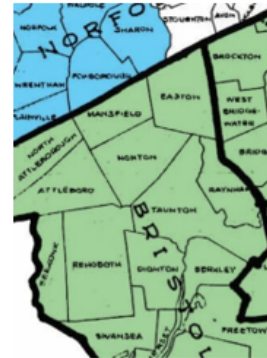


Table 13: Norton Municipal Revenue Estimate

Norton MJ Revenue Estimate	Lower End	Upper End
Norton Population	19,468	19,468
Easton Population		23,908
Norton Share of Easton Shoppers		20.0%
Captured Consumer Population		4,782
Norton Consumer Base	19,468	24,250
Price per Ounce (CO per capita)	255.38	255.38
Resident Revenue	4,971,738	6,192,863
Venue Customer Revenue	494,362	593,237
Estimated MJ Retail Revenue	5,466,100	6,786,100
3% local tax option	163,983	203,583
3% community impact fee	163,983	203,583
ESTIMATED MUNICIPAL REVENUE	327,967	407,167

17 King Philip Trail | Norfolk, MA 02056-1405

www.cannaventurelabs.com

Existing MA Price Premium [table 10]	40.9%	40.9%
ESTIMATED MUNICIPAL REVENUE WITH PRICE PREMIUM	462,105	573,700

It is important to understand these figures are estimates. Furthermore, they are estimates based upon a fully balanced market. As of April 10, Massachusetts has 44 operational stores, 14 more with final licenses seeking to open, 93 with provisional licenses, and 158 with submitted applications. That is a total of 309 prospective retailers and does not count additional stores that will enter the market as municipalities such as Boston, Cambridge, Somerville, Natick, and Norton, to name a few, issue local approvals. While stores often open to strong sales (\$10 million to \$30 million annualized revenue rates), as more stores open and consumers find themselves closer to a marijuana retailer, consumers will travel less and store revenue levels will moderate.

In an informal survey, several Norton liquor stores reported a noticeable increase in sales on Xfinity Center concert days. The Xfinity center typically hosts 30 to 40 concerts per year and benefits from being owned by Live Nation. Major acts can book through Live Nation and capture numerous local venues. In 2019 the Xfinity Center hosted 33 concerts. Pre-COVID, 38 shows were booked for 2020 (sources report the venue would be pleased if 16 were held). The venue has approximately 20,000 seats and an average show will sell 12,000 tickets. The venue hosted almost 400,000 guests last year. Marijuana is not allowed, but is consumed. Enforcement is typically focused on areas where guests complain or situations where guests get out of hand. Therefore, just as local liquor stores report a bump in sales on event nights, we expect a similar uptick with marijuana sales and believe that could add an additional \$500K to \$600K of local marijuana sales revenue.

First movers have often gain significant early-term revenue. Consider that an existing operator with a small 192 square foot retail sales area is rumored to generate \$12 to \$13 million per year of sales. A newly opened inner-city store is rumored to be operating at a revenue rate that equates to \$24 to \$30 million a year. Stores are opening to pent-up demand that drives early revenue levels to multiples of the long-term anticipated revenue.

As a graduate of the Massachusetts Cannabis Control Commission social equity training program, you should receive certain priority with respect to license review. This should assist you to open earlier than similarly situated non-priority applicants and could result in early-term sales at two to three times a normalized level.

As of the week ended Sunday March 22, 2020, the average Massachusetts recreational marijuana retail store is operating at an effective \$18.74 million annualized run rate for 2020. A store operating at that level would generate \$1.124 million in municipal revenue. This annualized run rate decreases as more stores open, however, as more stores open, there tends to be greater geographical dispersion and therefore, more customers purchasing product from licensed operators.

Through March 22, 2020, Massachusetts recreational marijuana sales reached \$153,939,646. Based upon the sales achieved during the four-week period ended March 22, 2020, Massachusetts was on tract to achieve annual marijuana retail revenues of \$761.86 million. Obviously, the COVID-19 shut down will adversely impact that figure, but there are 16 new stores preparing to open in the very near future. Hence, it is not unreasonable to anticipate Massachusetts will reach a \$1 billion annualized revenue rate by the fall, 2020.

Political Considerations

Municipalities benefit from hosting retail marijuana stores in several ways. Marijuana is a destination product and creates consumer traffic. Municipalities can elect the 3 percent local tax option. Municipalities receive an offset to the costs by way of a 3 percent community impact fee (CIF).

Some municipalities have required CIFs greater than 3 percent and some have negotiated for donations to local causes in the form of time (volunteer hours), money, or both. These latter contributions have become controversial. There are at least four bills pending in the Massachusetts legislature to limit these extra fees.

Bill H.4327, *An Act relative to the cannabis control commission's authority regarding host community, agreements*, introduced January 27, 2020, has been favorably reported out of committee. This act would provide community impact fees would be limited to no "more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years. The community impact fee shall encompass all payments and obligations, including but not limited to monetary payments, in kind contributions, and charitable contributions, by the marijuana establishment or medical marijuana treatment center to the municipality or to any other organization pursuant to negotiations with the host community. No contractual financial obligation of any kind outside of the community impact fee that is explicitly or implicitly a factor considered in or a condition of the marijuana establishment or medical marijuana treatment center siting in the municipality shall be enforceable."

Bill H.4367, *An Act relative to host community agreements*, introduced February 4, 2020, has been favorably reported out of committee. This act would provide community impact fees "shall encompass all payments and obligations, including, but not limited to, monetary payments, in kind contributions and charitable contributions by the marijuana establishment or medical marijuana treatment center to the municipality or any other organization pursuant to negotiations with the host community. Any other contractual financial obligation that is explicitly or implicitly a factor considered in or is a condition of an agreement shall not be enforceable."

Bill 4398 seeks to expand 4367 as follows: "provided, however, that nothing shall preclude, nor require, a marijuana establishment or a medical marijuana treatment center from voluntarily providing organizations with in-kind contributions and charitable contributions after the execution of the host agreement."

Based upon the bills that have been favorably reported out of committee, it appears there is a level of political energy to limit the required fees to municipalities to the 3 percent local sales tax option and the 3 percent community impact fee. Therefore, we have limited our analysis to those revenue streams.

Conclusions and Findings

In calendar year 2020, through the week ended Sunday March 22, Massachusetts retail marijuana stores operated at an average annual run rate of \$18.7 million per store. Translated from MBA-speak, if one were to divide total weekly retail sales by the number of stores to arrive at the average weekly retail sales per store, and multiply that average weekly retail sales per store by 52 weeks, the product would be the annual run rate. It is a figure that represents what sales would be for the year if every period (in this case we measured weekly periods) held steady at that rate.

The Cannabis Control Commission provides expedited application review for certain applicant classes. As a graduate of the Social Equity program, you qualify for that expedited review. Hence, while there are 158 pre-license retail applications in the Commission application queue, you would not enter as number 159 and instead would move ahead to a priority review line. This will likely assist your store to achieve operational status sooner than a non preferential candidate. For the Town, it means not just the sooner you open, the sooner they begin to start receiving municipal revenue from the marijuana establishment, but the earlier the retail operation opens, the higher the revenue level will be. It is feasible that if you open soon enough, the store could realize first year revenue of \$12 to \$15 million, which would equate to \$720,000 to \$900,000 of municipal revenue.

When the Massachusetts market is fully developed and supply and demand find an equilibrium point, the Town should expect revenue to subside to the \$450,000 to \$520,000 range and ultimately settle in at \$350,000 to \$400,000 per year.

Legalized marijuana is an exciting revenue opportunity for many municipalities but expectations should be tempered by the fact that as more stores open, average annual revenues per store decrease and normalize. However, even at lower long-term revenue rates, marijuana generates attractive municipal revenues for operations that to date have had minimal adverse impact upon the communities and neighborhoods that host these operations.

Revenue Projections

Most presently operating Massachusetts adult-use Marijuana stores are experiencing strong revenue levels and management anticipates that will also be the case for the home delivery operators. This is driven in part by the fact that the Massachusetts market will likely support 350 to 400 stores when licensing activities are complete. As the table below shows, based upon the most current available data (September 14, 2020), Massachusetts has 337 retail stores in the licensing queue (up 10 from the data released by the Commission in July) and Boston, Cambridge, Somerville, Westfield, Natick, and Norton, still have open retail slots available. This will drive eventual store count to close to 400 outlets. At a \$1.8 billion likely Total Addressable Market, an average store will produce \$4.5 million of annual revenue. Obviously, this is annual, some stores will report more and some less, due to location, population density, number of stores in the area, etc., but serves as an important benchmark for financial planning. Average store revenue levels could further decrease by the amount of customers syphoned off by the direct home delivery market. However, direct home delivery operators will likely expand the market and bring more customers of the unlicensed market into the fold of purchasing from state licensed operators.

Management expects the impact of COVID-19 will likely lead more consumers to prefer the convenience of home delivery long after a vaccine is available.

Potential clients

As the table below shows, there are 337 prospective marijuana retail stores.

Data as of Sep 10, 2020 Source: Cannabis Control Commission	SUBMITTED APPLICATION	PRE-CERTIFIED APPROVED	INITIAL LICENSURE DENIED	PROVISIONAL LICENSE	FINAL LICENSE	COMMENCE OPERATIONS	Total (exclude denials)
CRAFT MARIJUANA COOPERATIVE	2	0	0	1	0	0	3
DELIVERY ENDORSEMENT	1	0	0	0	0	0	1
DELIVERY PRE-CERTIFICATION	10	35	0	0	0	0	45
DELIVERY-ONLY APPLICATION (2ND PHASE)	6	0	0	0	0	0	6
EXISTING LICENSEE TRANSPORTER	1	0	0	3	0	2	6
INDEPENDENT TESTING LABORATORY	3	0	0	5	0	2	10
MARIJUANA CULTIVATOR	61	0	2	140	14	35	250
MARIJUANA MICROBUSINESS	1	0	0	14	1	2	18
MARIJUANA PRODUCT MANUFACTURER	46	0	1	109	7	32	194
MARIJUANA RESEARCH FACILITY	5	0	0	0	0	0	5
MARIJUANA RETAILER	68	0	1	183	11	75	337
THIRD-PARTY TRANSPORTER	5	0	0	1	1	1	8
TOTAL	209	35	4	456	34	149	883

Of those 337 prospective marijuana retail stores, 167 are single-store operators, 92 are two-store operators, and 78 are three-store operators. Because a home delivery license counts against the three-store license cap, those 78 stores operated as three-store chains (by 26 operators) could represent the most certain prospects..

Stores Owned	Store		Operators
1 store(s)	167	49.6%	167
2 store(s)	92	27.3%	46
3 store(s)	78	23.1%	26
TOTAL	337	100.0%	239

13 of the single or two-store operators have applied for a home delivery pre-certification. Hence, it appears that at present, 30% of the home delivery applicants will be delivering for their own retail operation.

Lucky Green Ladies Home Delivery - Pre-cert – Business Plan (Page 18)

Of 250 prospective marijuana cultivators, 91 (36.4%) are affiliated with a licensee that has a retail operation. That means 159 cultivators are independent of commonly-owned retail operations and should be very interested in supplying a direct-to-home-delivery business.

Stores Owned	Stores	Operators
1 store(s)	66	66
2 store(s)	36	18
3 store(s)	21	7
TOTAL	123	91



LUCKGRE-01

CLAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gilbert Insurance Group Inc 50 W Vaughn Ave Ste 202 Gilbert, AZ 85234	CONTACT NAME: PHONE (A/C, No, Ext): (480) 926-9030 FAX (A/C, No): (480) 926-0512 E-MAIL ADDRESS: agency@gilbertinsurancegroup.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Obsidian Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Lucky Green Ladies, LLC 820 Pulaski Blvd Bellingham, MA 02019	NAIC # 16871

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ERB-CP-000001562-00	8/24/2022	8/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Massachusetts Cannabis Control Commission
2 Washington Square
Worcester, MA 01604

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maintenance of Financial Records

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

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

Staffing Plan

A. Positions

- General Manager (CEO)
Responsible for all management operations
- Assistant Manager (2)
Assists the CEO and manages operations in CEO's absence
- Order Processor (5)
Receives orders and verifies identification and address
- Order Packer (9)
Packs orders transmitted from Order Processor
- Dispatch (3)
Monitors vehicle locations, creates delivery routes, and creates manifests
- Dispatch Assistant (3)
Monitors routine communications with delivery teams and notifies customers when delivery team is 5 to 10 minutes away
- Driver (10)
Drives the delivery vehicle and maintains vehicle security
- Delivery Agent (10)
Monitors traffic, handles communications, delivers orders to customer, checks ID, handles manifest and paperwork
- Bookkeeper (1)
- Office Manager (1)
- Social Media Director (1)

B. Hours

- Staffing is based upon a 120-hour per week operating schedule

Staffing Records: see Record Keeping Procedures file

Overview of Personnel Policies and Procedures

Standard Employment Practices

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

Written Policies

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

Diversions & Related Dismissal Policy

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

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

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

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

Investigations

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

Disciplinary Policies

Purpose

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

Step 1: Counseling and Verbal Warning

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

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

Step 2: Written Warning

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

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

Step 3: Suspension and Final Written Warning

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

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

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

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

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, the manager will utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a termination of employment. The Company reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action. The manager's recommendation to terminate employment must be approved by the CEO/General Manager.

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

Appeal Process

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

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

Performance and Conduct Issues Not Subject to Progressive Discipline

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

Documentation

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

Selection Criteria

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

Agent Background Checks

- In addition to completing the Commission's Marijuana Establishment Agent registration process, all agents hired to work for Lucky Green Ladies will undergo a detailed background investigation prior to being granted access to the facility or commencing work duties

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

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

In response to RFI request dated August 5, 2021, item #5, Operating Policies and Procedures (Personnel Policies), please refer to Lucky Green Ladies' Record Keeping Procedures, Personnel Records:

Personnel Records at a minimum include:

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

Lucky Green Ladies' Record Keeping Procedures, section entitled Written Operating Policies and Procedures includes Policies and Procedures for a plan describing how confidential information will be maintained.

Added Record Keeping Procedures pursuant to RFI:

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

General Overview

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

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

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

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

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

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

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

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Personnel Records at a minimum include:

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

Inventory Records

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

Incident Reporting Records

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

Visitor Records

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

Waste Disposal Records

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

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

Security Records

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

Transportation Records

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

Agent Training Records

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

Closure

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

Written Operating Policies and Procedures

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

Policies and Procedures will include the following:

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

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- Diverted Marijuana, which will be reported the Local Police Department and to the Commission
- Engaged in unsafe practices with regard to Lucky Green Ladies operations, which will be reported to the Commission
- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor
- A list of all executives of Lucky Green Ladies must be made available upon request by any individual. This requirement pursuant to 935 CMR 500.105(1)(m) may be fulfilled by placing this information on Lucky Green Ladies' website
- Policies and procedures for the handling of cash on Lucky Green Ladies premises including but not limited to storage, collection frequency and transport to financial institution(s)
- Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old
- Lucky Green Ladies' personnel policies and procedures, shall include, at a minimum, a Code of ethics; a whistle-blower policy; and a policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; 935 CMR 500.105(9)

Record-Retention

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

Monthly Systems Audit for Malware

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

Other

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

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

Diversity Plan

Statement of Purpose:

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

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

Hiring and Diversity Goals (GOAL 1):

- a. At least 50% women
- b. At least 25% minorities, veterans (10%), people with disabilities(10%), and LGBTQ (10%).
- c. Preference will be afforded to residents of the host community (Norton).

Strategies and Programs (GOAL 1):

How we will recruit staff:

- a. Local hiring by:
 - i. Advertising in the local newspaper (The Sun Chronicle) (monthly advertisements)
 - ii. Posting the position to the Town's web site (monthly)
 - iii. Posting to the Norton Facebook page (monthly)
 - iv. Reaching out to The Base at Wheaton College in Norton (bi-monthly engagements if our hiring goal is not met within 3 months)
 - i. LGBTQ+ group
- b. Diverse hiring by:
 - i. Coordinating with the Norton Veteran's Officer at Town Hall (check in monthly)
 - ii. Posting available positions which state that Lucky Green Ladies is specifically looking for women, minorities, LBGTQ+, or persons with disabilities to work for the establishment to:
 - i. MassHire (bi-monthly advertisements if our diversity goal is not met within 3 months)
 - ii. PFLAG (bi-monthly advertisements if our diversity goal is not met within 3 months)

- iii. Indeed (bi-monthly advertisements if our diversity goal is not met within 3 months)
 - iv. MassCBA (bi-monthly advertisements if our diversity goal is not met within 3 months)
- iii. Recruit from state and local employment staffing groups such as:
 - i. HW Temps
 - ii. Adecco Employment Services
 - iii. Mercury Staffing
 - iv. Diamond Staffing Services Inc.
 - v. Cannabis Staffing Group ([Cannabis Staffing Services | Marijuana staffing & recruiting services \(cannabisstaffinggroup.com\)](#))
 - vi. THC Staffing Group ([THC Staffing Group | The Revolution is Hiring](#))
- iv. Participate in local job fairs including
 - i. Mass CBA (when the event is held)
 - ii. Elevate Northeast (when the event is held)
- v. Attend community group meetings in and around Norton, Mansfield, and/or Taunton, to promote our hiring needs, as necessary

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

Measurements (GOAL 1):

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

These numbers will be assessed from the total number of individuals hired to ensure that our goal of 50% women, 25% minorities, 10% veterans, 10% persons with disabilities, and 10% LBGTQ+ is met.

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

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

- 30% will be minorities
- 25% will be veterans
- 20% will be women
- 20% will be LGBTQ+
- 5% persons with disabilities

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

Metrics and Evaluation (GOAL 2): Lucky Green Ladies will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of members of its supply chain who meet this requirement. This number will be assessed from the total number of suppliers to ensure that 30% of all suppliers fall within this goal. Lucky Green Ladies will give priority to these businesses. Lucky Green Ladies will check progress **semi-annually** to ensure our goal will be met upon the renewal of its license each year.

Disclaimer:

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

Acknowledgments

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