



Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: D0100171
Original Issued Date: 12/08/2022
Issued Date: 12/08/2022
Expiration Date: 12/08/2023

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: BEWCO LLC

Phone Number: 413-320-8333
Email Address: brooksley@ideacog.net

Business Address 1: 90 Conz St. #219
Business City: Northampton
Business State: MA
Business Zip Code: 01060
Business Address 2:
Mailing Address 1: 90 Conz St. #219
Mailing City: Northampton
Mailing State: MA
Mailing Zip Code: 01060
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100
Role: Owner / Partner
First Name: Brooksley
Gender: Female
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:
Percentage Of Control: 100
Other Role:
Last Name: Williams
Suffix:
User Defined Gender:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Brooksley Last Name: Williams Suffix:
Marijuana Establishment Name: BEWDO LLC Business Type: Other
Marijuana Establishment City: Whately Marijuana Establishment State: MA

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 90 Conz St. #219 Establishment Address 2:
Establishment City: Northampton Establishment Zip Code: 01060
Approximate square footage of the establishment: 400 How many abutters does this property have?: 28
Have all property abutters been notified of the intent to open a Marijuana Courier Licensee at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	COM Newspaper - (Attachment A) - {BEWCO} - (4.20.22).pdf	pdf	62bf2abbf750650008be96cc	07/01/2022
Community Outreach Meeting Documentation	COM Town Letter - (Attachment B) - {BEWCO} - (4.20.22).pdf	pdf	62bf2ac09ff11700082814d3	07/01/2022
Community Outreach Meeting Documentation	COM Abutter Letter - (Attachment C) - {BEWCO} - (4.20.22).pdf	pdf	62bf2ac6f750650008be9745	07/01/2022
Community Outreach Meeting Documentation	COM Abutters List 90 Conz Redacted.pdf	pdf	62bf2adf9ff11700082815a1	07/01/2022
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning - {BEWCO}.pdf	pdf	62d6cc799ff11700083a12e5	07/19/2022
Certification of Host Community Agreement	Signed HCA - {BEWCO} - (7.22.22).pdf	pdf	62daf896c4bff60009291f79	07/22/2022
Certification of Host Community Agreement	Signed HCA Cert - {BEWCO} - (7.22.22).pdf	pdf	62daf899c4bff60009291f8d	07/22/2022
Community Outreach Meeting Documentation	COM Attestation Form - {BEWCO}.pdf	pdf	62db0330fad13900086409d1	07/22/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan - {BEWCO} - (7.19.22).pdf	pdf	62d6d2809ff11700083a2ed3	07/19/2022

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner
First Name: Brooksley
RMD Association: Not associated with an RMD
Background Question: no

Other Role:
Last Name: Williams Suffix:

ENTITY BACKGROUND CHECK INFORMATION
No records found

MASSACHUSETTS BUSINESS REGISTRATION
Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
No Employee/DUA Certification Attestation	Cert of GS DUA - {BEWCO}.pdf	pdf	62d6caa79ff11700083a084a	07/19/2022
Secretary of Commonwealth - Certificate of Good Standing	Cert of GS SOC - {BEWCO} - (7.18.22).pdf	pdf	62e15529fad13900086946da	07/27/2022
Department of Revenue - Certificate of Good standing	Cert of GS DOR - {BEWCO} - (8.5.22).pdf	pdf	62ff1a4544fa35000acfa87c	08/19/2022

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Bylaws - {BEWCO}.pdf	pdf	62d6ca6d9ff11700083a077a	07/19/2022
Articles of Organization	Articles of Organization - {BEWCO}.pdf	pdf	62d6ca859ff11700083a07a2	07/19/2022

Massachusetts Business Identification Number: 001573432

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN
Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	{BEWCO} - Plan for Obtaining Insurance - (4.30.22).pdf	pdf	626dd079560e3c0008867d22	04/30/2022
Business Plan	{BEWCO} - Biz Plan Courier - (4.30.22).pdf	pdf	626f7629560e3c000886d90d	05/02/2022
Proposed Timeline	Proposed Timeline - {BEWCO} - (7.7.22).pdf	pdf	62d6cacd9ff11700083a08a9	07/19/2022

OPERATING POLICIES AND PROCEDURES
Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	{BEWCO} - Security Plan - (4.30.22).pdf	pdf	626ec3264d83ec000a3ccc51	05/01/2022
Prevention of diversion	{BEWCO} - Prevention of Diversion - (4.30.22).pdf	pdf	626ec3e8560e3c000886a9bc	05/01/2022
Storage of marijuana	{BEWCO} - Storage Plan - (4.30.22).pdf	pdf	626ec3fc4d83ec000a3ccc80	05/01/2022
Transportation of marijuana	{BEWCO} - Transportation Plan -	pdf	626ec424560e3c000886a9d9	05/01/2022

	(4.30.22).pdf			
Inventory procedures	{BEWCO} - Inventory Procedures - (4.30.22).pdf	pdf	626ec4404d83ec000a3ccc9a	05/01/2022
Quality control and testing procedures	{BEWCO} - Quality Control and Testing - (4.30.22).pdf	pdf	626ec4554d83ec000a3cccb4	05/01/2022
Personnel policies	{BEWCO} - Personnel Policies - (4.30.22).pdf	pdf	626ec47d4d83ec000a3cccc8	05/01/2022
Record-keeping procedures	{BEWCO} - Recordkeeping Procedures - (4.30.22).pdf	pdf	626ec4a64d83ec000a3ccce2	05/01/2022
Maintenance of financial records	{BEWCO} - Maintaining Financial Records - (4.30.22).pdf	pdf	626ec4ee560e3c000886aa06	05/01/2022
Qualifications and training	{BEWCO} - Qualification and Training - (4.30.22).pdf	pdf	626ec5174d83ec000a3ccd0e	05/01/2022
Energy Compliance Plan	{BEWCO} - Energy Compliance Plan - (4.30.22).pdf	pdf	626ec81a560e3c000886aaf0	05/01/2022
Delivery procedures (pursuant to 935 CMR 500.145)	{BEWCO} - Delivery Plan Procedures - (4.30.22).pdf	pdf	62aa440e5871d100088f9a6c	06/15/2022
Diversity plan	Diversity Plan - {BEWCO} - (8.30.22).pdf	pdf	630e0b3ad239e20007e2ff27	08/30/2022

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

ATTESTATIONS

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

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

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

Notification:

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

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

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

AGREEMENTS WITH MARIJUANA RETAILERS

No records found

MARIJUANA RETAILER AGREEMENT DOCUMENTATION

No documents uploaded

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

TODAY IN HISTORY

The Associated Press

TODAY is Monday, April 25, the 115th day of 2022. There are 250 days left in the year.

TODAY'S HIGHLIGHTS IN HISTORY:
On April 25, 1945, during World War II, U.S. and Soviet forces linked up on the Elbe River, a meeting that dramatized the collapse of Nazi Germany's defenses.

ON THIS DATE:
In 404 B.C., the Peloponnesian War ended as Athens surrendered to Sparta.

In 1507, a world map produced by German cartographer Martin Waldseemüller contained the first recorded use of the term "America," in honor of Italian navigator Amerigo Vespucci.

In 1859, ground was broken for the Suez Canal.

In 1862, during the Civil War, a Union fleet commanded by Flag Officer David G. Farragut captured the city of New Orleans.

In 1898, the United States Congress declared war on Spain; the 10-week conflict resulted in an American victory.

In 1901, New York Gov. Benjamin Barker Odell, Jr. signed an automobile registration bill which imposed a 15 mph speed limit on highways.

In 1915, during World War I, Allied soldiers invaded the Gallipoli Peninsula in an unsuccessful attempt to take the Ottoman Empire out of the war.

In 1945, delegates from some 50 countries gathered in San Francisco to organize the United Nations.

In 1990, the Hubble Space Telescope was deployed in orbit from the space shuttle Discovery. (It was later discovered that the telescope's primary mirror was flawed, requiring the installation of corrective components to achieve optimal focus.)

In 1992, Islamic forces in Afghanistan took control of most of the capital of Kabul following the collapse of the Communist government.

In 2002, Lisa "Left Eye" Lopes of the Grammy-winning trio TLC died in an SUV crash in Honduras; she was 30.

In 2019, former Vice Presi-

dent Joe Biden entered the Democratic presidential race, declaring the fight against Donald Trump to be a "battle for the soul of this nation."

FIVE YEARS AGO: A federal judge blocked President Donald Trump's attempt to withhold funding from "sanctuary cities" that did not cooperate with U.S. immigration officials, saying the president had no authority to attach new conditions to federal spending. Ivanka Trump drew groans and hisses from an audience in Berlin while defending her father's attitude toward women, but brushed the negative reaction aside as "politics" during her first overseas trip as a White House adviser.

ONE YEAR AGO: America's top general in Afghanistan said the U.S. military had begun closing down operations in the country and that Afghanistan's security forces "must be ready" to take over. "Nomadland," Chloé Zhao's portrait of itinerant lives on open roads across the American West, won Best Picture at the 93rd Academy Awards; Zhao was honored as best director.

TODAY'S BIRTHDAYS: Actor Al Pacino is 82. Ballroom dance judge Len Goodman (TV: "Dancing with the Stars") is 78. Rock musician Stu Cook (Creedence Clearwater Revival) is 77. Singer Bjorn Ulvaeus (ABBA) is 77. Actor Talia Shire is 77. Actor Jeffrey DeMunn is 75. Rock musician Steve Ferrone (Tom Petty & the Heartbreakers) is 72. Country singer-songwriter Rob Crosby is 68. Actor Hank Azaria is 58. Actor Renee Zellweger is 53. Actor Gina Torres is 53. Actor Jason Lee is 52.

Saturday's Puzzle Answer												
7	3	5	1	8	4	6	2	9				
8	6	9	3	7	2	5	1	4				
2	1	4	5	6	9	3	7	8				
3	4	6	7	9	8	2	5	1				
5	8	1	6	2	3	4	9	7				
9	2	7	4	5	1	8	3	6				
1	9	8	2	4	5	7	6	3				
4	7	2	9	3	6	1	8	5				
6	5	3	8	1	7	9	4	2				

Sudoku

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

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

4/25

DIFFICULTY RATING: ★☆☆☆☆

WONDERWORD

By DAVID OUELLET

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

MADELEINE ALBRIGHT (1937-2022) Solution: 11 letters

R	E	K	A	E	P	S	C	I	L	B	U	P	B	A
E	N	C	A	E	T	A	C	O	V	D	A	E	N	N
L	A	A	G	Y	G	E	T	A	R	T	S	N	O	N
A	T	R	R	E	H	C	A	E	T	A	E	I	F	A
T	I	E	E	L	L	I	D	E	M	S	I	R	F	L
I	O	J	E	Z	L	T	R	C	C	K	L	E	I	I
O	N	O	L	K	A	S	S	E	N	I	S	H	C	W
N	S	S	A	A	O	L	E	U	G	O	L	T	E	E
S	T	E	R	N	C	R	B	C	J	A	S	A	O	L
A	E	P	D	I	A	O	B	L	R	O	T	K	T	L
P	U	H	I	E	O	J	L	E	I	E	N	S	O	E
T	G	W	A	N	T	M	L	L	L	A	T	T	W	S
L	A	S	T	S	S	I	E	A	E	B	R	A	E	L
Y	R	O	T	S	I	H	N	M	E	G	A	T	R	E
E	P	O	C	E	I	K	S	U	M	D	E	E	S	Y

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www.wonderword.com

4/25

Able, Advocate, Agree, Alice, Anna, Anne, Aptly, Care, College, Cope, Deal, Ed Muskie, Helios, History, Jana, Josef, Joseph, Just, Katherine, Korbel, Lasts, Local, Medill, Memoirs, Nations, Office, Patterson, Pins, Prague, Public Speaker, Relations, Secretary, Stage, State, Strategy, Task, Teacher, Towers, Trailblazer, United, Want, Wellesley

Last Saturday's Answer: Valley

To purchase WONDERWORD books, visit www.WonderWordBooks.com, or call 1-800-642-6480.

NEW MEXICO

Wildfires spur emergency declarations

SANTA FE, N.M. (AP) — New Mexico Gov. Michelle Lujan Grisham has signed emergency declarations as 20 wildfires continued to burn Sunday in nearly half of the state's drought-stricken 33 counties.

One wildfire in northern New Mexico that started April 6 merged with a newer fire Saturday to form the largest blaze in the state, leading to widespread evacuations in Mora and San Miguel counties. That fire was at 84 square miles Sunday and 12% contained.

An uncontained wind-driven wildfire in northern New Mexico that began April 17 had charred 81 square miles

of ponderosa pine, oak brush and grass by Sunday morning north of Ocate, an unincorporated community in Mora County.

Meanwhile in Arizona, some residents forced to evacuate due to a wildfire near Flagstaff were allowed to return home Sunday morning.

Winds and temperatures in New Mexico diminished Saturday but remained strong enough to still fan fires. Dozens of evacuation orders remained in place.

Fire officials were expecting the northern wildfires to slow Sunday as cloud and smoke cover moves in, allowing the forests to retain more mois-

ture. But they added that the interior portions of the fires could show moderate to extreme behavior, which could threaten structures in those areas.

More than 200 structures have been charred by the wildfires thus far and an additional 900 remain threatened, Lujan Grisham said.

Fire management officials said an exact damage count was unclear because it's still too dangerous for crews to go in and look at all the homes that have been lost.

"We do not know the magnitude of the structure loss. We don't even know the areas where most homes made it

through the fire, where homes haven't been damaged or anything like that," said operation sections chief Jayson Coil.

Some 1,000 firefighters were battling the wildfires across New Mexico, which already has secured about \$3 million in grants to help with the fires.

Lujan Grisham said she has asked the White House for more federal resources and she's calling for a ban of fireworks statewide.

"We need more federal bodies for firefighting, fire mitigation, public safety support on the ground in New Mexico," she said. "It's going to be a tough summer. So that's why we are banning fires."

LEGAL NOTICES

Legals

LEGAL NOTICE
TOWN OF WESTHAMPTON CONSERVATION COMMISSION
Pursuant to the Massachusetts Wetlands Protection Act, M.G.L. c. 131, s. 40, the Westhampton Conservation Commission will hold a public meeting of a Request for Determination of Applicability filed by Melissa Nuttelman for a proposed replacement dock at 11 West Shore Rd on Pine Island Lake. The public meeting will be held on May 2, 2022, at 7:00pm at the Westhampton Town Hall, Westhampton, MA 01027.

April 25 324889

Legals

OUTREACH MEETING
The Marijuana Courier entities Bewco LLC and Irie Good Harvest LLC are giving notice of a Community Outreach Meeting at 90 Conz St. #219 Northampton, 01060 on May 11, 2022, 5:15pm at suites 219H-I, our proposed location(s). This is a private office which will house the corporate records of a delivery company. No deliveries, personnel, marijuana products, vehicles or any operations will take place at the site but a community meeting is a state requirement. There will be an opportunity for the public to ask questions, or email ezra@blueskiescan.com

April 25 324832

Legals

NOTICE BY PUBLICATION OF PETITION FOR APPOINTMENT OF GUARDIAN and CARE AND PROTECTION, TERMINATION OF PARENTAL RIGHTS, SUMMONS BY PUBLICATION, DOCKET NUMBERS 21GU0060SP, 20CP0169SP, Trial Court of Massachusetts, Juvenile Court Department, COMMONWEALTH OF MASSACHUSETTS, Hampden County Juvenile Court, 80 State Street, Springfield, MA 01103
TO: Jose Torres DeJesus a/k/a Jose Torres, the father of Josiel Enrique Torres Ramos, born on December 3, 2017 in Springfield, MA to Yanitza Arline Ramos Sanchez
WHEREAS, a petition has been filed at the Hampden County Juvenile Court in Springfield seeking the appointment of Roselle Sanchez as guardian of Josiel Enrique Torres Ramos, a minor child.
A petition has been presented to this court by DCF, seeking as to the following child: Josiel Enrique Torres Ramos, that said child be found in need of care and protection and committed to the Department of Children and Families. The court may dispense the rights of the person(s) named herein to receive notice of or to consent to any legal proceeding affecting the adoption, custody, or guardianship or any other disposition of the child named herein, if it finds that the child is in need of care and protection and that the best interests of the child would be served by said disposition.
You are hereby **ORDERED** to appear in this court, at the court address set forth above, on the following date and time: **05/16/2022** at 9:00 AM Permanency Hearing, Preliminary Hearing.
You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you. If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter.
For further information call the Office of the Clerk-Magistrate at (413) 748-7714.
WITNESS: Hon. David B. Paradis, FIRST JUSTICE, DATE ISSUED: 04/11/2022, Paul R Viets, Clerk-Magistrate

April 22, 25, May 2 323858

Legals

AMHERST LOCAL HISTORIC DISTRICT COMMISSION NOTICE OF PUBLIC HEARING
In accordance with M.G.L. Ch. 40C and the General Bylaws of the Town of Amherst, the Commission will hold a public hearing on Monday, May 9th, 2022 at 3pm to consider the following application(s) for a Certificate of Appropriateness.
The Public Hearing will be conducted virtually at <https://amherstm.azoom.us/j/89404216477>. To join the meeting via telephone: Call (301) 715-8592 or (312) 626-6799 and enter Webinar ID when prompted: 894 0421 6477. A hyperlink to the hearing will be posted on the Town's online calendar.

285 Main St (14B-29) Patrick Kamins - Request for the full demolition of the rear, detached garage of unknown age and replacement with additional paved area to match existing parking lot.
46 Fearing Street (11C-123) 52 Fearing St LLC - Request for the relocation of the single-family home currently located at 174 Sunset Avenue (parcel 11C-299) to the vacant parcel at 46 Fearing Street (11C-123), the construction of a detached garage, and other exterior alterations to the relocated structure.

April 25 324990

Legals

NOTICE OF PUBLIC HEARING
In accordance with the Wetlands Protection Act M.G.L. c. 131, §40 and Local Wetlands Protection Bylaw, the Southhampton Conservation Commission will hold a Public Hearing on Monday, May 2, 2022, at 5:00 PM to review a Notice of Intent from the Town of Southampton. The proposed project is to restore and extend the Hazel A. Young Trail which traverses conservation lands along the Manhan River at 48 East St. Assessors Map 29, parcels 13, 13A, 31, and 32.
Public Participation will be via Zoom. The Zoom link will be posted on the Conservation Commission meeting agenda posted on the Town's website at least 48 hours prior to the meeting. Copies of the NOI may be examined at the Town Clerk's Office or electronically on the Conservation Commission's page on the Town's website townofsouthampton.org.
Marla Hanc, Chair
Conservation Commission

April 25 324752

Legals

(SEAL) THE COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT Docket Number 22 SM 000974 ORDER OF NOTICE
To: Kathleen M. Allard
and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 § 3901 (et seq):
PHH Mortgage Corporation s/b/m Ocwen Loan Servicing, LLC
claiming to have an interest in a Mortgage covering real property in Amherst, numbered 502 Station Road, given by Kathleen M. Allard to Mortgage Electronic Registration Systems, Inc., as nominee for Liberty Home Equity Solutions, Inc., dated April 21, 2015, and recorded in the Hampshire County Registry of Deeds in Book 11923, Page 99 and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/ Defendants' Servicemembers status.
If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before May 23, 2022, or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.
Witness, GORDON H. PIPER, Chief Justice of this Court on April 6, 2022.
Attest: Deborah J. Patterson Recorder 16-011800

April 25 323866

Legals

AMHERST LOCAL HISTORIC DISTRICT COMMISSION NOTICE OF PUBLIC HEARING
In accordance with M.G.L. Ch. 40C and the General Bylaws of the Town of Amherst, the Commission will hold a public hearing on Monday, May 9th, 2022 at 3pm to consider the following application(s) for a Certificate of Appropriateness.
The Public Hearing will be conducted virtually at <https://amherstm.azoom.us/j/89404216477>. To join the meeting via telephone: Call (301) 715-8592 or (312) 626-6799 and enter Webinar ID when prompted: 894 0421 6477. A hyperlink to the hearing will be posted on the Town's online calendar.

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46 Fearing Street (11C-123) 52 Fearing St LLC - Request for the relocation of the single-family home currently located at 174 Sunset Avenue (parcel 11C-299) to the vacant parcel at 46 Fearing Street (11C-123), the construction of a detached garage, and other exterior alterations to the relocated structure.

April 25 324990

Legals

(SEAL) THE COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT Docket Number 22 SM 000974 ORDER OF NOTICE
To: Kathleen M. Allard
and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 § 3901 (et seq):
PHH Mortgage Corporation s/b/m Ocwen Loan Servicing, LLC
claiming to have an interest in a Mortgage covering real property in Amherst, numbered 502 Station Road, given by Kathleen M. Allard to Mortgage Electronic Registration Systems, Inc., as nominee for Liberty Home Equity Solutions, Inc., dated April 21, 2015, and recorded in the Hampshire County Registry of Deeds in Book 11923, Page 99 and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/ Defendants' Servicemembers status.
If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before May 23, 2022, or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.
Witness, Gordon H. Piper, Chief Justice of this Court on April 5, 2022.
Attest: Deborah J. Patterson Recorder 18071

April 25 322472

LEGAL NOTICE DEADLINES

Monday's paperFriday at 9am
Tuesday's paperFriday at 3pm
Wednesday's paper.....Monday at Noon
Thursday's paper.....Tuesday at Noon
Friday's paperWednesday at Noon
Saturday's paperThursday at Noon

Legals

PUBLIC HEARING
The Hadley Planning Board will conduct a ZOOM Public Hearing on Tuesday, May 3, 2022, beginning at 6:45pm (ZOOM details at the end of this Notice). The purpose of the Hearing is to review the following proposed amendments to the Hadley Zone Bylaw: 1) Amend section 7: by adding a new section 7.10 which will allow the Building Inspector to permit signs on public Property and to remove them as well; 2) Amend sections 1B and 2B; sect 1B: add definition of "energy storage system"; sect 2B: to allow energy storage systems as a stand alone system and in conjunction with solar panels in the respective zones, with various criteria; 3) Amend section 6: to clarify the Special Permit process, and specify ZBA and Planning Board criteria for issuance and various requirements of each.
The complete text proposed amendments and of the Zone Bylaw and Zone Map are available upon request via email to planning@hadleyma.org. Details for internet and dial-up connections for the ZOOM meeting will be available on the Planning Board agenda when posted. To follow the Planning Board agenda, go to: www.hadleyma.org; then go to "Government" tab; click on "Town Clerk" and go to "Agendas".
James J. Maksimoski
Chairman

April 18, 25 323692

Legals

CARE AND PROTECTION, TERMINATION OF PARENTAL RIGHTS, SUMMONS BY PUBLICATION, DOCKET NUMBER: 20CP0097HA, Trial Court of Massachusetts, Juvenile Court Department, COMMONWEALTH OF MASSACHUSETTS, Franklin/Hampshire County Juvenile Court, 116 Russell Street, Hadley, MA 01035
TO: Aljava Y Johnson, Father of Ashanti Javina Odessy Johnson, born on April 6, 2006 in Northampton, MA to Cindy Atherton: A petition has been presented to this court by DCF Greenfield Office, seeking, as to the following child Ashanti J Johnson that said child be found in need of care and protection and committed to the Department of Children and Families. The court may dispense the rights of the person(s) named herein to receive notice of or to consent to any legal proceeding affecting the adoption, custody, or guardianship or any other disposition of the child named herein, if it finds that the child is in need of care and protection and that the best interests of the child would be served by said disposition.
You are hereby **ORDERED** to appear in this court, at the court address set forth above, on the following date and time: **06/03/2022** at 09:30 AM Hearing on Merits (CR/CV) via Zoom - call 413-584-7686 for further instructions You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you. If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter.
For further information, call the Office of the Clerk- Magistrate at (413) 584-7686.
WITNESS: Hon. Charles S. Belsky, FIRST JUSTICE, Christopher D. Reavey, CLERK-MAGISTRATE, DATE ISSUED: 04/04/2022

April 15, 18, 25 322256

American Heart Association®



www.heart.org

BEWCO LLC
IRIE GOOD HARVEST LLC
90 Conz St. #219 H, I
Northampton, MA 01060

To: Abutters within 300' of 90 Conz St.
and Northampton City Departments

April 20, 2022

Dear Abutters and City of Northampton,

The Marijuana Courier entities above are giving notice of a Community Outreach Meeting on May 11, 2022, 5:15pm at suites 219H-I above, our proposed location(s). This is a private office which will house the corporate records of a delivery company. No deliveries, personnel, marijuana products, vehicles or any operations will take place at the site but a community meeting is a state requirement. There will be an opportunity for the public to ask questions, or email ezra@blueskiescan.com.

Sincerely,

Ezra Parzybok
Consultant to Above companies

BEWCO LLC
IRIE GOOD HARVEST LLC
90 Conz St. #219 H, I
Northampton, MA 01060

To: Abutters within 300' of 90 Conz St.
and Northampton City Departments

April 20, 2022

Dear Abutters and City of Northampton,

The Marijuana Courier entities above are giving notice of a Community Outreach Meeting on May 11, 2022, 5:15pm at suites 219H-I above, our proposed location(s). This is a private office which will house the corporate records of a delivery company. No deliveries, personnel, marijuana products, vehicles or any operations will take place at the site but a community meeting is a state requirement. There will be an opportunity for the public to ask questions, or email ezra@blueskiescan.com.

Sincerely,

Ezra Parzybok
Consultant to Above companies

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MA 01060

LLC

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BEWCO LLC Northampton; Plan to Remain Compliant with Local Zoning:

BEWCO LLC is located in the GB-zoned district of the City of Northampton and attests that it will, through its operation of a Courier delivery establishment in the City of Northampton, MA, follow and remain compliant with all local zoning requirements, including but not limited to the following sections of the Northampton Zoning Bylaw:

Building Regulations, Chapter 145, Articles I-IV, sections § 145-16-30

Building, Electrical, and Plumbing, Signage § 350-7

Off-Street parking requirements, § 350-8.1

Courier marijuana establishments **are allowed by-right in General Business** zones, off-duty vehicles are allowed to be stored off street at owner's home, parking facility, or other off street site, and no special permit or site plan is required. A certificate of occupancy is required after obtaining building permits and inspections of renovation, if applicable.

The **duration of the permits are unlimited** until a change of use and new building permit is secured at the location. No other provisions are stipulated locally.

**HOST COMMUNITY AGREEMENT
FOR THE SITING OF A
MARIJUANA COURIER OPERATION
IN THE CITY OF NORTHAMPTON**

This Agreement (the "Agreement") entered into this 22nd day of July, 2022, by and between the City of Northampton, acting by and through its Mayor, with offices at 210 Main Street, Northampton, Massachusetts 01060 ("the City") and Bewco, LLC, a duly organized Massachusetts limited liability company with principal offices at 7 River Road, Whately, Massachusetts 01093 ("the Company").

WHEREAS, the Company wishes to operate as a Marijuana Courier as that term is defined in G. L. c. 94G and/or the regulations of the Cannabis Control Commission, 935 CMR 500 ("the Establishment") in the City; and

NOW THEREFORE, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Conditional Waiver of Host Community Fees.

The City conditionally waives its right to collect up to 3% of the gross revenue of the operation as a Marijuana Courier. Should the City determine that during the term of the impact fees (as set forth in paragraph 7, below) it has incurred community impact or impacts arising primarily from the Company's operation, the City reserves the right to collect from the Company the full cost of such impact or impacts, not to exceed 3% of the Company's annual gross revenues. Notice of imposition of community host fees shall be made in accordance with paragraph 17, below. Payment hereunder shall be due and payable 30 days from such notice. To the extent that the Company claims any fees imposed exceeds the 3% limit, it shall provide documentation proving such claim.

2. Annual Filing.

The Company shall notify the City when the Company commences operation of the marijuana facility. The Company shall provide the City with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the Commonwealth to obtain and maintain pursuant to its Marijuana Courier license from the CCC.

The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the CCC. All records shall be retained for a period of at least seven (7) years.

3. Local Taxes.

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the City an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement, if any.

4. Community Support and Additional Obligations.

- a. Local Vendors — To the extent permissible by law, the Company will make every effort in a legal and non-discriminatory manner to hire or contract with local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the marijuana transportation operation.
- b. Employment — Except for senior management, and to the extent permissible by law, the Company shall use good faith efforts to hire City residents.
- c. Educational Programs — If requested by the City, Company shall provide qualified staff to participate in City-sponsored public health education programs, not to exceed four in any calendar year, and to work cooperatively with other City public safety departments not mentioned in the Agreement.

5. Support.

The City agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, certification of compliance with applicable local bylaws relating to the Company's application for a License as a Marijuana Courier, where such compliance has been properly demonstrated, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any Special Permit or other zoning application submitted by the Company, in any particular way other than by the City's normal and regular course of conduct, subject to the statutes, rules, regulations and guidelines governing them. The City agrees to use reasonable efforts to work with Company, if approved, to help assist the Company with their community support and employee outreach programs.

This agreement does not affect, limit, or control the authority of City boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals subject to the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the City, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The City, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Marijuana Courier to operate in the City, or to refrain from enforcement action against the Company and/or the transportation operation for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

6. Security.

- a. Company shall maintain security at the location of the Marijuana Courier operation at least in accordance with the security plan presented to the City and approved by the CCC, or such other state licensing or monitoring authority, as the case may be. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of the Marijuana Courier and the security thereof. Such compliance shall include but will not be limited to: providing hours of operation; after-hours contact information and access to surveillance operations.
- b. To the extent requested by the City's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the City's Police Department in determining the placement of exterior security cameras.
- c. Company agrees to cooperate with the City's Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Marijuana Courier, and with regard to any anti-diversion procedures.
- d. Company shall promptly report the discovery of the following occurrences within the City to the City's Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

7. Term and Termination.

This Agreement shall take effect on the day above written. This agreement shall continue in effect for so long as the Company operates the Marijuana Courier operation.

Regarding the imposition of community impact fees, this Agreement shall take effect on the date of commencement of operations of the marijuana establishment and shall continue until the Company ceases operation in the City or the 5-year anniversary of the commencement of operations, whichever is earlier.

8. Governing Law.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts and venue for any dispute hereunder shall be in the courts of Hampshire County.

9. Amendments/Waiver.

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by duly authorized representatives of the Company and the City, prior to the effective date of the amendment.

10. Severability.

If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced. Further, the Company agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the City in enforcing this Agreement.

11. Successors/Assigns.

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the City, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the City and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the City.

12. Headings.

The article, section, and paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

13. Counterparts.

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

14. Signatures.

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

15. Entire Agreement.

This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

16. Notices.

Except as otherwise provided herein, any notices, consents, demands, request, approvals or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To City: Mayor Gina-Louise Sciarra
City Hall
210 Main Street
Northampton, MA 01060

To Company: Brooksley Elizabeth Williams, Manager
Bewco, LLC
7 River Road
Whately, Massachusetts 01093

17. Third-Parties.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either City or the Company.

18. Location of Marijuana Establishment.

This Agreement shall be valid for the premises located at 90 Conz Street, Suite 219, Northampton, MA, and shall not be transferable to any other location without amendment of this Agreement in writing.

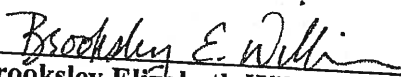
[SIGNATURE PAGE TO FOLLOW]

In witness whereof, the parties have hereafter set forth their hands as of the date first above written.

CITY OF NORTHAMPTON

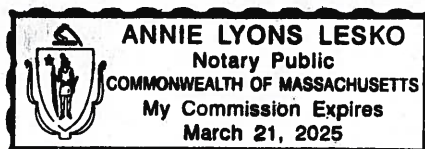
BEWCO, INC.

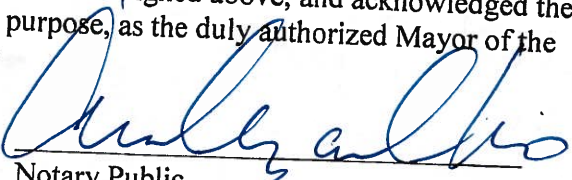
By 
Mayor Gina-Louise Sciarra

By 
Brooksley Elizabeth Williams, Manager

COMMONWEALTH OF MASSACHUSETTS

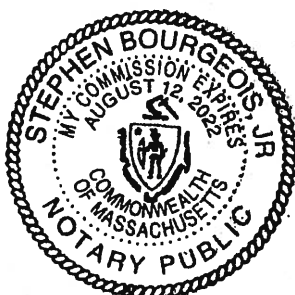
On this 22nd day of July, 2022, before me, the undersigned Notary Public, personally appeared the above-named Gina-Louise Sciarra, and proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed voluntarily for its stated purpose, as the duly authorized Mayor of the City of Northampton.

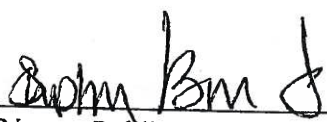



Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

On this 21st day of July, 2022, before me, the undersigned Notary Public, personally appeared the above-named Brooksley Elizabeth Williams, and proved to me by satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed voluntarily on behalf of Bewco, LLC, for its stated purpose, as its duly authorized Manager.




Notary Public
My Commission Expires: August 12, 2022

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:

BEWCO LLC

2. Name of applicant's authorized representative:

Brooksley Williams

3. Signature of applicant's authorized representative:

Brooksley E. Williams

4. Name of municipality:

Northampton

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

Gina-Louise Sciarra, Mayor



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).*):

Mayor@northamptonma.gov

8. Host community agreement execution date:

July 22, 2022



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



BEWCO LLC Positive Impact Plan

Introduction

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires Licensed Marijuana Establishments to, “...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.”

The Commission has identified the groups Positive Impact Plans are intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG)**

We seek to identify at 2-3 applicants for licensure in need of help and guidance who fulfill the Primary Target Group (PTG) description, and to provide the applicant direct mentor-to-mentee application and business development assistance. This is a plan to positively impact people disproportionately harmed by cannabis prohibition. The specific ADI to be impacted will be the city of Holyoke.

The service is ongoing through direct engagement with Social Equity Applicants, Economic Empowerment Applicants, and ADI residents and is “promoted” in the following way.

- The owner of the company is a Social Equity applicant and is on an email list of over 50 SE applicants within his fellow cohort who know of and utilize his pro-bono services.
- He has listed his consulting services via the providers list within the equity portal of the CCC website.
- He lists Google ads for licensing and consulting work and positive impact plan pro bono work
- The company has “procedures and policies” to encourage full participation in the industry by the above groups (ie. to provide the same services that most well-funded applicants pay for, but for free to his fellow SE applicants) but our company will not promote the work via advertising which may look good on a renewal form but is not as efficient as working with the many SE teams with whom we are connected, and who need more services than we could possibly provide for.

Acknowledgements

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

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

We acknowledge that the progress or success of our plan's goals must be documented upon license renewal, which occurs one year from provisional licensure, and each year thereafter.

We attest we will not provide any of our Positive Impact Plan programs to Independent Testing Laboratories.

Programs:

The *Positive Impact Program* comprises four main elements:

Business Development – We will provide access to consulting and ancillary services that can help applicants create and develop robust business ideas, property search, business strategy, team development, document creation, etc. for developing, permitting, and licensing their cultivation, retail, processing, and delivery businesses. This includes around the clock texting, phone calls, site visits, and with a specific **Goal of 5 hours of business development annually** will be offered.

Local licensing and permitting - The Positive Impact Plan will provide guidance and direct assistance in the preparation of presentation and submission materials; and advocacy for the projected business to affected communities and municipalities that require either Permitting, local licensing, or both, with the **goal of 5 hours of local help for the year.**

State licensing - The Positive Impact Plan will provide direct assistance in the development and preparation of business plans, host community agreements, Standard Operating Procedures, support documentation and submission of relevant license applications with a **goal of 5 hours consultation each year.**

Compliance - The Positive Impact Plan will help SE applicants and other PTG fulfill the following compliance support with a **goal of 10 hours assistance each year:**

- Architectural Review
- Post provisional license inspection document creation such as cash handling, alcohol and tobacco policy, eye safety plan, banking compliance, security installation compliance

Goals:

The goal of the program is to provide PTG applicants with direct access to the same professional consulting services enjoyed by (generally) better-financed applicants. These services will provide direct assistance in the achievement of some or all of the following milestones:

- Business Plan Development (goal; completion of **one compliant business plan**)
- Support negotiation of Host Community Agreement with goal of **one HCA achieved**
- Preparation, support, presentation, and advocacy of **one Community Outreach Meeting**
- Direct assistance in the preparation of Standard Operating Procedures for submission to the Commission with the goal of developing **one full suite of documents** to mentee for application in each license category
- Direct assistance in the preparation and collation of uploading and preparing supporting documentation for submission to the Commission (**goal of 5 hours** of MassCIPortal assistance)
- Provide PTG participants easy access to expert mentorship and counseling through individual conference calls with leading industry consultants and ancillary professionals with goal of **5 hours of conference calls**

Measurements and Metrics:

- **Targeting** - Did the applicant meet the criteria to be considered part of the Primary Target Group in accordance with the Commission's definition as described in the introduction above?
- **Milestones** - Was the applicant provided assistance in the achievement of **at least 3 of the "Goals"**, above, annually?
- **Assistance** - Was the applicant provided a goal of **10 hours of direct consulting support** annually in any or all of the four principal program elements?
- **Documentation** – annually, did the applicant receive **3 hours of guidance** or **3 material documents** or **3 email exchanges** regarding specific issues that furthered their progress in fully participating in the regulated marijuana industry?

BEWCO LLC

Bylaws

ARTICLE I OFFICES

Section 1. The principal office of this corporation shall be in the Commonwealth of Massachusetts.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II MEETINGS OF STOCKHOLDERS

Section 1. All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the Commonwealth of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the Commonwealth as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of the stockholders, commencing with the year 2019, shall be held in May of each year as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically or have expressly declined to participate.

Section 3. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Organization, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such a request shall state the purpose of the proposed meeting.

Section 4. Notices of meetings shall be in writing and signed by the President or the

Secretary or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Organization. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Organization, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to

vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Organization require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

ARTICLE III DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Organization or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall initially be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than seven (7) by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a

director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or without the Commonwealth or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the President. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Organization. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

ARTICLE V COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE VI COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the

Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

ARTICLE VII NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Organization or of these Bylaws, 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.

ARTICLE VIII OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 3. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 4. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 5. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 7. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE IX CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President and the Treasurer, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose

facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates therefore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Massachusetts.

ARTICLE X GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Organization, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Organization.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall end March 31 of each year unless fixed otherwise by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification

under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the law of the Commonwealth of Massachusetts.

ARTICLE XII AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

###

APPROVED AND ADOPTED
April 20, 2022.

Brooksley E. Williams
Brooksley E. Williams, Manager



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: 001573432

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

2a. Location of its principal office:

No. and Street: 90 CONZ ST. #219

City or Town: NORTHAMPTON

State: MA

Zip: 01060

Country: USA

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

No. and Street: 90 CONZ ST. #219

City or Town: NORTHAMPTON

State: MA

Zip: 01060

Country: USA

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

DELIVERY COURIER

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: BROOKSLEY WILLIAMS

No. and Street: 30 NORWOOD AVE.

City or Town: FLORENCE

State: MA

Zip: 01062

Country: USA

I, BROOKSLEY E WILLIAMS 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	BROOKSLEY ELIZABETH WILLIAMS	90 CONZ ST. #219 NORTHAMPTON, MA 01060 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	BROOKSLEY ELIZABETH WILLIAMS	90 CONZ ST. #219

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

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of April, 2022,
BROOKSLEY E WILLIAMS
(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:

April 04, 2022 10:15 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

Insurance Plan for BEWCO LLC

April 30, 2022

Plan for insurance is to provide general liability and insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually and vehicle liability insurance coverage for no less than \$1,000,000 per occurrence single limit and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission.

The deductible for each policy shall be no higher than \$5,000 per occurrence and will be activated by an insurer before being granted a final license by the Commission.

Delivery vehicles shall carry liability insurance in an amount not less than \$1,000,000 combined single limit.

935 CMR 500.145(4); 935 CMR 500.101(2); 935 CMR 500.105(10)

**BEWCO LLC Business Plan
Courier Delivery**

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1. Executive Summary

SNAPSHOT: “BEWCO LLC”:

Business Overview

- Massachusetts registered home delivery service “Marijuana Delivery Courier.”
- Providing home delivery services to Massachusetts consumers 21+.
- **BEWCO LLC** is privately funded and will require approximately **\$20,000** for start up
- Investment will be used to fund capital costs, startup expenses, and 1 year of working capital requirements.

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

Risk/Opportunity: The most significant risk associated with our business model is regulations. The industry is regulated not be entrepreneurs or those experienced in the cannabis industry. Thus, compliance is costly. Thus, to innovate, it is important to know the rules and work within them as agilely as possible. We intend to start with a single vehicle, have retail employees work as volunteers for the delivery company, and only charge a fee for delivery.

2. The Market

2.1 Market Overview

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

2.2 Target Market

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

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

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

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

3. Competition

3.1 Competitive Landscape

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

3.2 Direct Competition

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

3.3 Competitive Advantages

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

4. Strategy and Execution

4.1 Summary

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

4.2 Marketing Strategy

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

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

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

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

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

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

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

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

retail sales efforts. We will establish marketing partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

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

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

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

Promotion - The *(Company)* Brand and products will be promoted through the following means:

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

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

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

2022 **BEWCO LLC** will navigate the state advertising regulations by a policy of indirect advertising; leveraging our educational and community outreach programs to build brand and product awareness, through advertorials and carefully "sanitized" brand messaging and advertisements aimed exclusively at the target Massachusetts demographic, and direct advertising through our customer database as this grows via promotional activities.

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

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

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

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

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

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

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

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

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

4.3 Sales Strategy

Target Sales Market

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

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

4.4 Implementation Strategy

Capex/Opex capital

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

License Application

The process for license application is divided into three principal "packets." These packets may be submitted simultaneously or sequentially. Each packet must be approved before the next will be considered. However, all packages must be submitted before any review commences. All three packages and the application fees must be fully approved before a provisional license will be granted. Once a provisional license has been granted the state will verify the approval of the relevant municipality. Subsequently, the state relevant will perform specific inspections before allowing construction to commence which, when completed satisfactorily, will lead to a full license. No production activity or retail sales may begin before a full license has been granted.

Construction, Fit-out, and Systems Acquisition

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

Operations organization, Policies, and Inspection

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

5. Management and Staff

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

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

5.1 Personnel plan

Making allowances for sickness, personal days, vacations, and the like, we anticipate 2 full-time employee with salaries ranging from \$30,000 to \$60,000 per annum, and hourly staff wages starting \$20 per hour. We feel that a living wage will help build and solidify a team that is inspired to contribute to the success of **BEWCO LLC** and the city of Northampton.

6. Financials

6.1 Financial Assumptions

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

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

Financial Snapshot:

Key Financials	Year 1	Year 2	Year 3
Retail Delivery Sales	6,802	8,888	10,228
TOTAL REVENUE	6,802	8,888	10,228
Total COGS	4,281	4,444	4,664
Non-deductible expenses	10,423	10,685	10,853
Income Tax @30%	8,562	9,322	11,239
Estimated net income	8,087	9,958	10,926

Personnel Policies: Delivery Company

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

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

SUMMARY PERSONNEL POLICIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROFESSIONALISM: Company expects respectful communication, cooperation, teamwork, and full participation from all employees. Every employee will have the responsibility to treat others with dignity and respect at all times, and for that level of professionalism to be exhibited during all work hours, at work functions, at industry events, and at any other time that the employee may be directly or indirectly representing the Company. Employees are prohibited from making public statements about Company, Company Policy, Management, other employees, customers, or any other licensed cannabis establishment that is derogatory or defamatory in nature. This policy applies to any employee’s Social Media posts.

Company is committed to cultivating a culture of diversity and inclusion in the Cannabis Industry. We will hold a Zero-Tolerance policy for behavior that is considered discriminatory or bullying based on Race, Nationality, Religion, Gender, Identity, Sexual Orientation, Age, or Differing Ability. Company will hold a Zero-Tolerance policy for behavior that is considered Sexual Harassment or Assault. Company has a Zero-Tolerance policy for any work-place Violence or threat of violence toward other employees, vendors, and/or customers. Any employee positively identified in the engagement of any such behaviors shall be subject to immediate Corrective Action, including potential termination of employment.

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

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

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

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

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

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

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

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

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

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

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

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

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

Recordkeeping procedures

- i. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request.
- ii. The following business records shall be properly maintained:
 1. Assets and liabilities;
 2. Monetary transactions
 3. Books of accounts;
 4. Sales records; and
 5. Salary and wages paid to each employee.
- iii. The company will maintain these and the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:
- iv. **Written Operating Procedures** as required by 935 CMR 500.105 (1) The duty manager has copies of the company operating procedures.
 - a. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.
 - b. All employees are responsible for ensuring that these operating procedures are followed.
 - c. Any deviation from standard operating procedures must be authorized by the duty manager or your immediate supervisor.
 - d. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.
 - e. Any material changes will be communicated to the Commission
 - f. Inventory records as required by 935 CMR 500.105(8);
- v. **Inventory records include:**
 - a. Shipping manifests
 - b. Delivery Manifests
 - c. Delivery and unpacking video recordings
 - d. Daily sales stock withdrawal and return reports
 - e. Weekly inventory reports
 - f. Product return reports
 2. Shipping manifests - All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ring binder and stored in the records cabinet.
 3. Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all

variances from the manifest must be reported in accordance with standard operating procedures.

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

vi. **Personnel records:**

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

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

vii. Personnel policies and procedures

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

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

viii. Security Device Log

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

Maintenance of Financial Records Plan

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

- 1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:
 - 1.1.1.1. Assets and liabilities.
 - 1.1.1.2. Monetary transactions.
 - 1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
 - 1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and
 - 1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
- 1.2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- 1.3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.
- 1.4. Our Marijuana Delivery Operator establishment (MDO) is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).
 - 1.4.1. General
 - 1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.
 - 1.4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.
 - 1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.
 - 1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to the Commission, and cooperate in any investigation, and take such other action directed by the Commission.
 - 1.4.2. Inventory records include:
 - 1.4.2.1. Shipping manifests

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

- 1.4.12. Other documents may include;
- Deposits with utility companies
 - Contracts with telecommunications companies
 - Business registration documents and certificates
 - Business licensing documents
 - Surety bonds
 - Tax records

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

Diversity Plan

Introduction

To the extent permissible by law it is the policy of this company to promote equity among the following demographic groups:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+

The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.

Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

This plan 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.

Goals

Our company is going to be small. If you've run the numbers on Courier, you'll know it is a losing business model. We plan to hire 2 employees and have one car to start. (At \$15/hr and \$5 per delivery for example, that means a minimum of 48 deliveries per day to break even on labor costs.) All other costs will be a loss.

1. Our two employees will consist of a minimum of 50% women, 50% minorities; 50% veterans, 50% LGBTQ+ members, and 50% those with disabilities or at least 50% of all employees meeting the definition of Diverse employees.
2. A second goal of the Diversity plan is for 50% of employees from Goal #1 above to be promoted into positions of management or beyond entry-level positions within one year.
3. To Access a list from the Supplier Diversity Office to engage with wholesale partners, vendors, and contractors who are minority-owned, women-owned, LGBTQ+-owned, disabled-owned, or veteran-owned. We have a goal of working with 15% of wholesale partners who are minority-owned, 25% women-owned, 10% disabled-owned, 10% contractors and vendors who are veteran-owned, and 10% LGBTQ+-owned.

4. We have a goal of 100% of diverse staff being allowed to shadow with or apply for management or supervisory positions.
5. An employee promotion goal wherein at least 70% of the employees who receive promotions within our first year of operations are diverse, with a breakdown of 50% women, 50% minorities, 50% veterans, 50% LGBTQ+, and 50% persons with disabilities.

Programs

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually- via airplane banner or The Advocate with the objective of reaching those two employees who are women, minorities as well as LGBTQ+ and or those with disabilities.
2. We will Distribute internal workplace information notices, annually (and verbally at team meetings quarterly), aimed at encouraging our two employees to recommend residents, friends, colleagues, and family members who are women and minorities as well as LGBTQ+ and or those with disabilities for employment to create a strengthened diverse community of two within the workplace.
3. Access the SDO supplier list to engage with minority suppliers

Measurement

We intend to focus our efforts on the following metrics:

1. Have we advertised available new positions via airplane banner, in the Advocate, or word of mouth to at least two qualified people with the objective of more effectively reaching residents from an ADI, women, and minorities as well as LGBTQ+ or those with disabilities?
2. Have we relayed our hiring needs and the importance of diversity compliance to our two employees, management, our board of directors, consultants, or retained staffing agency?
3. Have we posted at least one job and recruitment posting on a cork board in the campus center student affairs office of Smith College that specifically targets diverse residents over 21, women, minorities, LGBTQ+ and or those with disabilities?
4. Have women continued to have been hired in at least 50% of the available supervisory positions?
5. Did at least 50% of our total 2 hires include a mix of the above diverse demographics?
6. Have diverse employees advanced their job roles of driving a delivery vehicle or since hiring, trained with more advanced personnel, or brought on diverse employees in their network which has increased company or management Diversity with 50% of promotions being diverse employees?

7. Have we partnered with at least 1 diverse business or wholesaler such as a woman-owned auto shop, a minority-owned office supply store, or gas filling station owned by a person with disabilities?
8. Do we have evidence of the literature or vehicle dashboard postings on Diversity we have made available to our two employees and an anonymous comment box located inside the console of the one vehicle to facilitate diverse voices in our two employees?