



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284875
Original Issued Date: 02/06/2024
Issued Date: 02/06/2024
Expiration Date: 02/06/2025

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Build A Life Legacy LLC

Phone Number: 617-777-4492
Email Address: dru@thepotboston.com

Business Address 1: 536-538 River St
Business City: MATTAPAN
Business State: MA
Business Zip Code: 02126
Mailing Address 1: 28 Church St, Ste 14 #1260
Mailing City: Winchester
Mailing State: MA
Mailing Zip Code: 01890

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51
Role: Owner / Partner
Percentage Of Control: 51
Other Role: Chief Executive Officer

First Name: Drudys	Last Name: Ledbetter	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali), Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)		
Specify Race or Ethnicity: Haitian Venezeulan		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 24.5	Percentage Of Control: 24.5	
Role: Owner / Partner	Other Role: CTO	
First Name: Leslie	Last Name: Pascual	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)		
Specify Race or Ethnicity: Dominican		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 24.5	Percentage Of Control: 24.5	
Role: Owner / Partner	Other Role: CFO	
First Name: Kerlee	Last Name: Nicolas	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali), Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)		
Specify Race or Ethnicity: Haitian Venezeulan		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
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: Drudys	Last Name: Ledbetter	Suffix:
Marijuana Establishment Name: Bred Genetics LLC dba Flower Xpress		Business Type: Marijuana Cultivator
Marijuana Establishment City: Colrain		Marijuana Establishment State: MA

Individual 2

First Name: Drudys	Last Name: Ledbetter	Suffix:
Marijuana Establishment Name: Flower Xpress LLC	Business Type: Other	

Marijuana Establishment City: Colrain

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 536-538 River St

Establishment Address 2:

Establishment City: Boston

Establishment Zip Code: 02126

Approximate square footage of the establishment: 2000

How many abutters does this property have?: 30

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Compliant with local Zoning _BALL LLCv1.pdf	pdf	6400e7d73a44570008a28fa6	03/02/2023
Community Outreach Meeting Documentation	Zeb_Attachment A.pdf	pdf	646fad0d5ab6120008c804fd	05/25/2023
Community Outreach Meeting Documentation	Zeb_Attachment B.pdf	pdf	646fad173f2c1a00081c971e	05/25/2023
Community Outreach Meeting Documentation	Zeb_Attachment C.pdf	pdf	646fb26f3f2c1a00081ca5b1	05/25/2023
Certification of Host Community Agreement	BUILD Executed Attestation_2023.pdf	pdf	646fb28b3f2c1a00081ca5d9	05/25/2023
Certification of Host Community Agreement	Build A Life Legacy, LLC HCA Executed _2023_Zeb.pdf	pdf	646fb2a35ab6120008c8138f	05/25/2023
Certification of Host Community Agreement	DBA Response from PLT_RFI2.pdf	pdf	64bd181be317fe0008eb4d78	07/23/2023
Community Outreach Meeting Documentation	COmmunity Meeting Attestation_BALL_Zeb_2023.pdf	pdf	64caccf3e317fe0008f736cc	08/02/2023

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Build A Life Legacy LLC_noZEB_PIPv2.pdf	pdf	64afdececab87000713afce	07/13/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role: Chief Executive Officer

First Name: Drudys

Last Name: Ledbetter

Suffix:

Date generated: 03/05/2024

Page: 3 of 6

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role: CTO

First Name: Leslie Last Name: Pascual Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Owner / Partner Other Role: CFO

First Name: Kerlee Last Name: Nicolas Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Legal Existence_BALL 2023.pdf	pdf	6400f1ac3a44570008a2b924	03/02/2023
Articles of Organization	Articles of Organizaion_ BALL 2023.pdf	pdf	6400f1e13a44570008a2b99c	03/02/2023
Secretary of Commonwealth - Certificate of Good Standing	BALL_ Good Standing_2023Zeb.pdf	pdf	646fb7073f2c1a00081cb6d6	05/25/2023
Bylaws	Build A Life Legacy LLC- Operating Agreement 2023.pdf	pdf	646fb7133f2c1a00081cb714	05/25/2023
Secretary of Commonwealth - Certificate of Good Standing	BALL Annual Report_good standing_2023.pdf	pdf	646fb7245ab6120008c8252c	05/25/2023
Bylaws	Attestation RFI-1_ BALLv1.pdf	pdf	646fb7343f2c1a00081cb749	05/25/2023
Articles of Organization	BALL Certificate of Organization_ restated_ 2023.pdf	pdf	646fb7433f2c1a00081cb75d	05/25/2023
Bylaws	Attestation RF2-1_ BALLv2.pdf	pdf	6487706e3f2c1a00082d20f5	06/12/2023
DUA attestation if no employees	Dept of Unemployment Attestation_BALL_2023v3.pdf	pdf	648770803f2c1a00082d2119	06/12/2023
DUA attestation if no employees	Build a Life Legacy LLC Attestation DORv2_Signed.pdf	pdf	64afe082e317fe0008e089a8	07/13/2023
Bylaws	DBA Response from PLT_RFI2.pdf	pdf	64bd184fe317fe0008eb4ddb	07/23/2023

No documents uploaded

Massachusetts Business Identification Number: 001483223

Doing-Business-As Name: Zéb Boutique

DBA Registration City: Boston

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	BALL Plan for Obtaining Liability Insurancecv1.pdf	pdf	6400f4e7d523e300086539e3	03/02/2023
Proposed Timeline	BALL Timeline 2023v1.pdf	pdf	646fb7e43f2c1a00081cb87e	05/25/2023
Business Plan	BALL BP 2023v5_noDBA.pdf	pdf	64afe1cecabc87000713b09a	07/13/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	Inventory Plan_BALLv1.pdf	pdf	6400f514d523e30008653a51	03/02/2023
Maintaining of financial records	Maintaining of Financial Records_BALLv1.pdf	pdf	6400f51e3a44570008a2c5c0	03/02/2023
Energy Compliance Plan	Energy Compliance Plan_BALLv1.pdf	pdf	6400f554d523e30008653a93	03/02/2023
Qualifications and training	Qualifications and Training_BALLv1.pdf	pdf	6400f55e3a44570008a2c5ee	03/02/2023
Quality control and testing	Quality Control and Testing_BALLv1.pdf	pdf	6400f56bd523e30008653aa9	03/02/2023
Record Keeping procedures	Recod Keeping Procedures_BALLv1.pdf	pdf	6400f575d523e30008653ae6	03/02/2023
Restricting Access to age 21 and older	Restricting Access to Individuals 21 or Older_BALLv1.pdf	pdf	6400f57e3a44570008a2c685	03/02/2023
Personnel policies including background checks	Personnel and Background Checks_BALLv1.pdf	pdf	6400f589d523e30008653b71	03/02/2023
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana Products_BALLv1.pdf	pdf	6400f5923a44570008a2c76a	03/02/2023
Security plan	Security Plan_BALLv2.pdf	pdf	6400f59fd523e30008653be3	03/02/2023
Storage of marijuana	Storage Plan_BALLv1.pdf	pdf	6400f5b43a44570008a2c88c	03/02/2023
Transportation of marijuana	Transportation Plan_BALLv1.pdf	pdf	6400f5c2d523e30008653c78	03/02/2023
Diversity plan	BALL_Diversity Planv2.pdf	pdf	646fb80b5ab6120008c826ae	05/25/2023
Diversity plan	Attestation RFI-1_ BALLv1.pdf	pdf	646fb9f03f2c1a00081cbb59	05/25/2023
Prevention of diversion	Diversion Prevention Plan_BALLv2.pdf	pdf	6487740a5ab6120008d89fae	06/12/2023
Dispensing procedures	Dispensaing Procedures_nodbav1.pdf	pdf	64afe231cabcb87000713b0f4	07/13/2023

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close

associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

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

I Agree

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024
No records found

COMPLIANCE WITH DIVERSITY PLAN
No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 9:00 PM
Saturday From: 10:00 AM	Saturday To: 9:00 PM
Sunday From: 11:00 AM	Sunday To: 7:00 PM

Plan to Remain Compliant with Local Zoning

Build A Life Legacy LLC will remain compliant at all times with the local zoning requirements set forth in the City of Boston's Zoning Code.

Build A Life Legacy LLC's proposed Marijuana Retailer Establishment is located in the Boston Proper Zoning District designated for a Marijuana Retailer Establishment. In compliance with 935 CMR 500.110(3) and the Boston Zoning Code, the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12 . As required by the City of Boston's Zoning Code, Build A Life Legacy LLC has already received approval from the Boston Cannabis Board and the Zoning Board of Appeal for a conditional use permit. The conditional use permit must be acted upon with two years through the issuance of a Long Form Building Permit by the Inspectional Services Department.

Build A Life Legacy LLC will then obtain a Certificate of Occupancy. Build A Life Legacy LLC will apply for any other local permits required to operate a Marijuana Retailer Establishment at the proposed location. Build A Life Legacy LLC will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer Establishment at Build A Life Legacy LLC's proposed location. Build A Life Legacy LLC has already attended several meetings with various municipal officials and boards to discuss Build A Life Legacy LLC's plans for a proposed Marijuana Retailer Establishment and has executed a Host Community Agreement with the City of Boston.

Build A Life Legacy LLC will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Build A Life Legacy LLC's Marijuana Retailer Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Attachment A

The applicant shall provide in the notice instructions on how to join and participate in the meeting.

Guaetta and Benson, Esq.
Peter V. Guaetta, Esquire
P.O. Box 519
Chelmsford, MA 01824
4/18/2023, 4/25/2023, 5/2/2023
#NY0078276

NOTICE OF PUBLIC MEETING
Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for: Please note, the City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s). The purpose of this notice is to notify area abutters to this project proposal.
Application Name: **Build a Life Legacy, LLC**
Application Address: 536-538 River Street, Mattapan
License Type: Retail Recreational Cannabis Dispensary
Join virtually at the Zoom Event link below - **THIS IS NOT AN IN PERSON MEETING**: Date: **Tuesday, May 2nd, 2023 Time: 7:00PM** Event Link: <https://bit.ly/536-538River> ID number: 89867802231 Event password: N/A Call in Number: +1 312-626-6799 Hosted online per the Cannabis Control Commission 4/27/2020 administrative order There will be an opportunity for the public to raise comments, questions, and concerns. If you any questions or comments about this proposal, please contact: Eric James, Mattapan Liaison Mayor's Office of Neighborhood Services (617) 635-3509 | eric.james@boston.gov
4/18/2023
#NY0078712



Attachment B

1. The applicant shall obtain approval in writing from the Contracting Authority or Authorized Representative of the host community for a virtual Community Outreach Meeting.
 - a. Below is the email from the Office of Neighborhood Services Mattapan Liaison, who is the authorized representative for the City of Boston's Mattapan Neighborhood.

Re: Statutory Abutters Meeting for Build A Life Legacy, LLC & 536-538 River Street | [Unread](#) | [Reply](#)

Eric James [eric.james@boston.gov](#)
To: Ms. Brante, Enique, Jean, Cesar, Stephanie, Jennin, Camille
Good morning Drudys Ledbetter,

Below you will find the appropriate documents for your application's cannabis community meeting. Attached in this communication, you will find:

- An excel sheet indicating all abutting properties within 300 ft.
- A flyer to be delivered via certified mailed and flyered to the abutting properties within 300 ft.

Your scheduled date for this community meeting will be on Tuesday, May 2nd, 2022 at 7PM - please note that this is a virtual meeting held via Zoom.

Zoom: <https://us06web.zoom.us/j/8967700221>
Password: N/A

Notification:
As the applicant, you must complete each of the following steps in order to move forward with this community meeting. Failure to do so will result in cancellation of the community meeting and a delay in this community process.

- 1 Publish the attached meeting notice in a newspaper of general circulation in the City of Boston at least 14 calendar days prior to the meeting.** Please send me a copy of this publication to keep on record.
- 2 Send the attached meeting notice to abutters via certified mail at least 7 calendar days prior to the meeting.** I have attached the list of abutters within a 300-foot radius below. Please keep on record and send me a digital record of mailings.
- 3 Applicants must physically flyer each physical address with the attached meeting notice at least 7 calendar days prior to the meeting.** Please submit photographed evidence of successful flyer to keep on record. For buildings with multiple units, you can visibly post the flyer with painter's tape and take a picture. I would also recommend leaving flyers with a front desk person, if available, and documenting that as well.

Failure to complete any of these steps will result in the cancellation of this community meeting and a delay in your community process.

Community Meeting Information:
Please send me a copy of the presentation and any other material to be presented in the meeting at least seven (7) calendar days in advance of the meeting - any changes to the presentation need to be submitted at minimum 48hrs prior to the meeting.

Failure to complete any of these steps will result in the cancellation of this community meeting and a delay in your community process.

Community Meeting Information:
Please send me a copy of the presentation and any other material to be presented in the meeting at least seven (7) calendar days in advance of the meeting - any changes to the presentation need to be submitted at minimum 48hrs prior to the meeting.

Panelists will be expected to join 15 minutes in advance of the meeting for preparation and to avoid any technical difficulties. Applicants will have 15-20 minutes of uninterrupted presentation time.

Community members will be permitted to ask questions and receive answers from representatives of this proposed cannabis establishment following the presentation. I will facilitate an orderly Q & A session. We will allow all individuals to give feedback/ask questions and receive responses.

In addition to the community meeting hosted by the City of Boston, the applicant is encouraged to present to the neighborhood groups in the area. Please conduct outreach to with the following groups and cc me in those communications.

Greater Mattapan Neighborhood Council
Email: GreaterMattapanNeighborhoodCouncil

Let me know if you have any questions or concerns about this process.

Thank you,

Eric James

On Tue, Sep 8, 2022 at 9:00 AM Eric James <eric.james@boston.gov> wrote:
Hello Drudys Ledbetter,

Below you will find the appropriate documents for your application's cannabis community meeting. Attached in this communication, you will find:

- An excel sheet indicating all abutting properties within 300 ft.
- A flyer to be delivered via certified mailed and flyered to the abutting properties within 300 ft.

Your scheduled date for this community meeting will be on Wednesday, September 21st, 2022 at 8PM - please note that this is a virtual meeting held via Zoom.

Zoom: <https://us06web.zoom.us/j/8967700221>
Password: N/A

Notification:
As the applicant, you must complete each of the following steps in order to move forward with this community meeting. Failure to do so will result in cancellation of the community meeting and a delay in this community process.

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In addition to the community meeting hosted by the City of Boston, the applicant is encouraged to present to the neighborhood groups in the area. Please conduct outreach to with the following groups and cc me in those communications.

Greater Mattapan Neighborhood Council
Email: GreaterMattapanNeighborhoodCouncil

Let me know if you have any questions or concerns about this process.

Thank you,

Eric James



2. The applicant shall post on a publicly accessible website all meeting materials at least 24 hours in advance of the meeting.
 - a. The Office of Neighborhood Services posted all meeting materials 48 hours in advance of Community Outreach Meeting that can be found via this link:
<https://www.boston.gov/public-notices/15975901>

Public Notice: 536-538 River Street Cannabis Community Meeting External Inbox x



→ Eric James <eric.james@boston.gov>
to Public, Brianna, Connor, John, Nakia, Jasmin, me, Cannabis ▾

Wed, Apr 12, 9:45AM ☆ ↶ ⋮

Good morning,

This is Eric James from ONS requesting this public notice be posted in compliance with the City's meeting laws:

The following application has been confirmed for a Community Outreach Meeting for a proposed Cannabis Establishment:

This is an application by **BUILD A LIFE LEGACY, LLC** for a **RETAIL CANNABIS DISPENSARY** to be operated at the address of **536-538 RIVER STREET, MATTAPAN** - the scheduled date for the meeting will be on **TUESDAY MAY 2ND, 7PM** via Zoom meeting.

Interested parties can join virtually at the zoom link below - this is NOT an in person meeting:

Date: Tuesday, May 2nd, 2023
Time: 7PM
Event Link: <https://bit.ly/536-538River>
Event password: N/A
Event number: 89867802231
Event Call In Code: +1 312-626-6799

The applicant, ccd here, has been given the appropriate documents for notification, please see below.

Please let me know if you have any questions or concerns.

Best,
Eric

Eric James
Mattapan Neighborhood Liaison
Office of Neighborhood Services
Mayor Michelle Wu 吴恩琪
Office: 617-635-3509
Cell: 617-251-0351

COMMUNITY OUTREACH MEETING FOR PROPOSED CANNABIS ESTABLISHMENT

There will be a community outreach meeting for a proposed cannabis establishment on May 2 at 7 p.m.

Interested parties can join virtually at the Zoom Event link below. This is NOT an in-person meeting.

[JOIN THE ONLINE EVENT](#)

- ▶ Event password: N/A
- ▶ Event number: 89867802231
- ▶ Event Call In Code: +1-312-626-6799

THE PUBLIC CAN OFFER TESTIMONY.

DISCUSSION TOPICS

1 Agenda

This is an application by **BUILD A LIFE LEGACY, LLC** for a **RETAIL CANNABIS DISPENSARY** to be operated at the address of **536-538 RIVER STREET, MATTAPAN** - the scheduled date for the meeting will be on **TUESDAY MAY 2nd, 2023 at 7PM** via Zoom Meeting Forum.

May 2, 2023

1 07:00PM

2 VIRTUAL MEETING PLEASE SEE NOTICE BOSTON, MA 02126

3 SEND AN EMAIL

4 617-635-3509

Contact: ERIC JAMES

Neighborhood: MATTAPAN

Posted: 04/12/2023 - 11:07AM

Resources: [OFFICIAL FILED POSTING](#) [ASBUTTERS FLYER](#)



Public Notice: 536-538 River Street Cannabis Community Meeting External Inbox x

→ **Eric James** <eric.james@boston.gov>
to Public, Brianna, Conor, John, Nakia, Jasmin, me, Cannabis ▾
Good morning,

Wed, Apr 12, 9:45 AM ☆ ↶ ⋮

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Best,
Eric

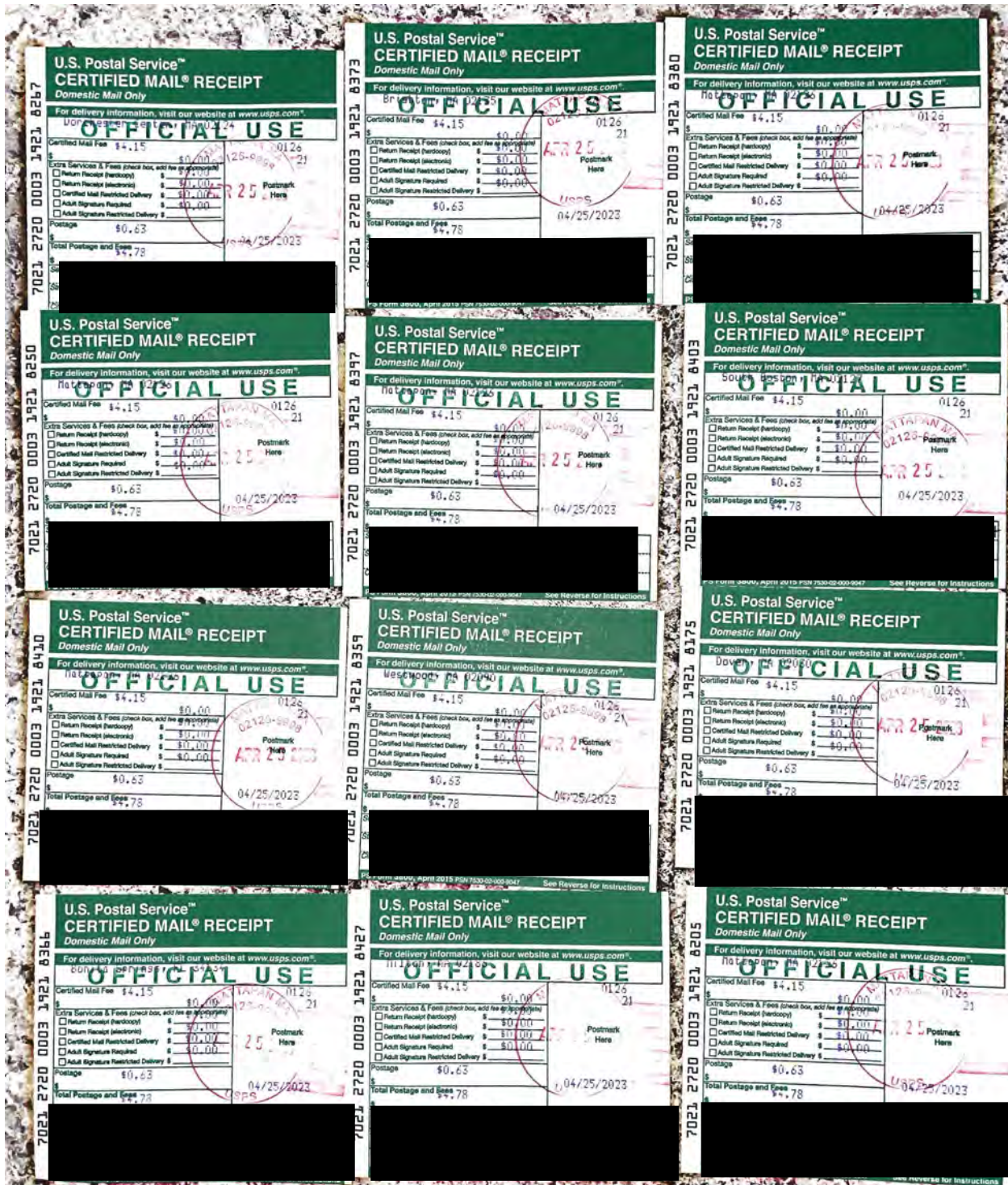
—
Eric James
Mattapan Neighborhood Liaison
Office of Neighborhood Services
Mayor Michelle Wu 吳弭
Office: 617-635-3509
Cell: 617-251-0351

3. The applicant shall submit to the Commission the number of participants attending the meeting.
 - a. There were 17-23 participants at the community outreach meeting.

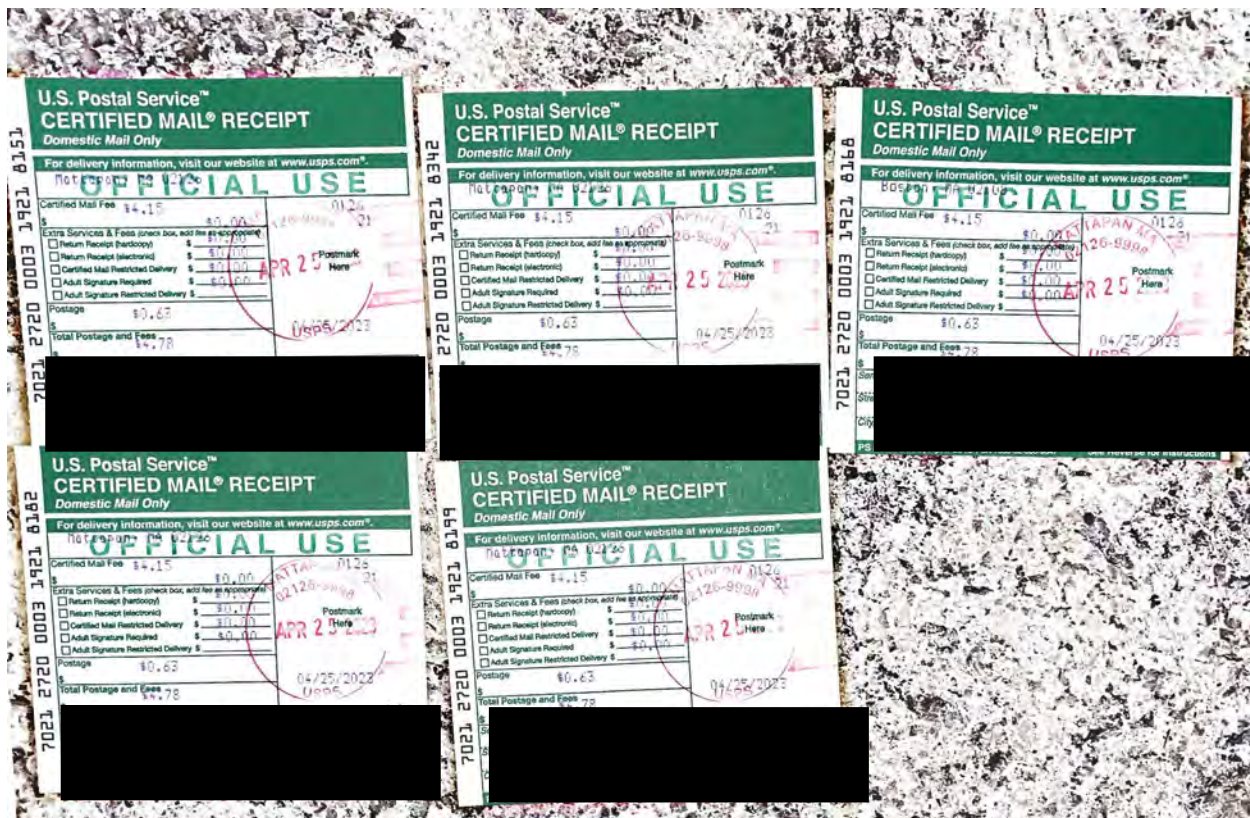


Attachment C

1. The applicant sent a copy of the notice to all abutters within 300 feet of the property line of the proposed establishment.



[illegible]



Email Notification

Public Notice: 536-538 River Street Cannabis Community Meeting External libbox x



→ Eric James <eric.james@boston.gov>
to Public, Brianna, Conor, John, Nakiia, Jasmin, me, Cannabis

📧 Apr 12, 2023, 9:45AM ☆ ↶

Good morning,

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Best,
Eric

Eric James
Mattapan Neighborhood Liaison
Office of Neighborhood Services
Mayor Michelle Wu 吳弭
Office: 617-635-3509
Cell: 617-251-9351



Abutters Flyer

NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for:

Application Name: Build a Life Legacy, LLC
Application Address: 536-538 River Street, Mattapan
License Type: Retail Recreational Cannabis Dispensary



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Event password: N/A
Call in Number: +1 312-626-6799

Hosted online per the Cannabis Control Commission 4/27/2020 administrative order

There will be an opportunity for the public to raise comments, questions, and concerns.

If you any questions or comments about this proposal, please contact:

Eric James, Mattapan Liaison
Mayor's Office of Neighborhood Services
(617) 635-3509 | eric.james@boston.gov

Please note, the City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s). The purpose of this notice is to notify area abutters to this project proposal. This flyer has been dropped off by the proponents per the city's request.

CITY of **BOSTON**



Neighborhood Services



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:

Build A Life Legacy LLC

2. Name of applicant's authorized representative:

Drudys Ledbetter

3. Signature of applicant's authorized representative:

Drudys Ledbetter

4. Name of municipality:

Boston, MA

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

Boston



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).*):

cannabisboard@boston.gov

8. Host community agreement execution date:

May 18, 2023

City of Boston and Build A Life Legacy LLC d/b/a Zéb Boutique

HOST COMMUNITY AGREEMENT

This Host Community Agreement ("Agreement") is made and entered into on the 18th day of May 2023, by and between the City of Boston, Massachusetts ("City" or "Boston") and Build A Life Legacy LLC d/b/a Zéb Boutique ("Company") and (collectively the "Parties").

WHEREAS, the Company wishes to operate as a Recreational Marijuana Retailer License by receipt of a license from the Commonwealth of Massachusetts' Cannabis Control Commission ("CCC") within the City, in accordance with 935 CMR 500.000 et seq.;

WHEREAS, The Parties understand and acknowledge that the Company intends to locate and operate as a Recreational Marijuana Retailer License at 536-538 River Street, Boston, 02126;

WHEREAS, the Company endeavors to function as a responsible corporate citizen and contributing member of the business community as it builds and sustains its business in the City;

NOW THEREFORE, in consideration of the provisions of this Agreement, the Company and the City agree to the following:

1. Definitions. As used in this Agreement, terms shall have the following meaning:

- a. Marijuana Establishment means a Medical Marijuana Treatment Center, Registered Marijuana Dispensary, Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier or any other type of licensed marijuana-related establishment seeking to conduct business within the City.
- b. Gross Sales Revenue means the total revenue actually derived from cultivation, manufacturing, processing and/or sales of marijuana and marijuana related products at the Marijuana Establishment.
- c. Calendar Year means a period of days running from January 1st until and through December 31st of the same year.
- d. Commencement Date means the date the Company commences sales at its Marijuana Establishment.

2. Payment. In the event that the Company obtains a license from the CCC for the operation of a Marijuana Establishment in the City and the Company receives any and all necessary and required permits and licenses issuable by the City, which said permits and/or licenses allow the company to locate, occupy and operate the Marijuana Establishment, the Company shall make payments to the City as follows:

Should the City determine that 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. Any cost imposed under this section shall be documented by the City and transmitted to the licensee not later than one month after the date of the annual renewal of a final license to operate the marijuana establishment, and shall not be effective after the marijuana establishment's eighth year of operation. To the extent that the Company claims any fees imposed exceed the 3% limit, it shall provide documentation proving such claim.

3. Obligations of the City. The City shall work cooperatively and in good faith with the Company as the Company progresses through the City's permitting process.

This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses pursuant to state or local law, ordinance, or regulation and collect appropriate fees and fines related to local permits and licenses. By entering into this Agreement the City is not required to issue such permits or licenses.

All rights and obligations under this Agreement are expressly conditioned upon the Company's receipt of Final Licenses allowing for their operation of a Marijuana Establishment within the City, and upon Company obtaining all local approvals. If Company fails to secure any of the Final Licenses, or any of the required local approvals aforementioned, this Agreement shall be null and void.

4. 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. Nothing in this section shall in any way limit or prevent the Company from challenging the valuation of its property before the Board of Assessors or at the Appellate Tax Board. All taxes and charges owed to the City must be paid on a current basis. The City may place a lien on the property of any person who has an outstanding balance due the City from any fee, charge or tax, which balance is at least six (6) months past due.

5. Term and Termination. This agreement shall take effect on the above written date, subject to the contingencies noted herein. This agreement shall continue in effect for so long as the Company operates as a Recreational Marijuana Retailer within the City, or eight (8) years from the commencement date, whichever is earlier. At the conclusion of the term of this agreement, the Parties shall renegotiate a new Host Community Agreement in accordance with the prevailing regulations and laws as such regulations may be amended or replaced. If the Company seeks to change its business operations, including but not limited to the addition of delivery services, at this site the Company agrees to comply with the established City process relative to a cannabis related establishment, including but not limited to, notice to abutters, a community outreach meeting and City review process and, if approved, to renegotiate a new Host Community Agreement. In the event that the Company no longer does business in the City or in any way loses or has its license revoked by the Commonwealth and/or the Boston Cannabis Board, this agreement shall become null and void; however, the Company will be responsible for any payment due under section 2 above. In the event that the Company wishes to transfer ownership of the Company, any such proposed changes must be approved by the Boston Cannabis Board.

6. Appropriation. The purpose of this agreement is to assist the City in addressing the costs imposed upon the City by the operation of the Marijuana Establishment.

7. Security. The Company shall maintain security at the Marijuana Establishment in accordance with the security plan presented to the City and included as part of their application to the Cannabis Control Commission. Said security plan shall take into account the unique operational concerns particular to the Marijuana Establishment at the proposed location as well as all applicable laws and regulations.

8. Signage. The Company will limit signage for the Marijuana Establishment to the extent that such signage is inconsistent with applicable statutes and regulations, and to the extent that such signage is inconsistent with the look and character of the surrounding area and/or injurious to the neighborhood.

9. Hours of Operation. The Company agrees to the following operating hours for the public: Monday-Thursday 10:00am to 8:00pm, Friday-Saturday 10:00am to 9:00pm, Sunday 11:00am to 7:00pm (11:00am to 2:00pm pre-order/appointment only) unless otherwise changed by the Boston Cannabis Board.

10. To the extent that such a practice and its implementation are consistent with federal and state laws and regulations, the Company will work in a good faith, legal and nondiscriminatory manner to give reasonable preference in the hiring of employees for the site to qualified Boston residents. In addition, the Company shall endeavor to establish a diversity and inclusion plan aimed at creating increased opportunities for people of color, women, and M/WBEs to participate in the development of the site, including but not limited to, meaningful participation

by people of color, women, and M/WBEs in the following professional fields: construction; design; development; financing; operations; and ownership.

A Minority Business Enterprise or "MBE" is a firm that is owned, operated, and controlled by one or more individuals who are African American, Hispanic American, Native American, or Asian American who have at least 51% ownership of the firm.

A Woman Business Enterprise or "WBE" is a firm that is owned, operated, and controlled by one or more women who has or have at least 51% ownership of the firm.

11. The terms of this Agreement will not constitute a waiver of the City's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement.

12. Events of Default. The Company shall be deemed to have committed an event of default if any of the following occur:

- a. The Company fails to obtain, and maintain in good standing, all necessary local licenses and permits for the Marijuana Establishment, provided that the Company is able to exercise all available rights and due-process for maintaining in good standing said licenses and permits;
- b. The Company ceases to operate as a Marijuana Establishment without notifying the City; and
- c. The Company fails to make payments to the City as required under this Agreement, and such failure remains uncured with reasonable written notice from the City for thirty (30) days.

13. In the event that the Cannabis Control Commission and/or the Boston Cannabis Board suspends or revokes the Company's license, the City may also declare an event of default and terminate this Agreement. The Company shall be required to pay any amounts due upon the termination date; such amount to be determined by the period of operation of the Marijuana Establishment within the city.

14. The City may terminate this Agreement upon the occurrence of any event of default, and in the event the Company fails to cure said default in a commercially reasonable time.

15. Termination for Cause. The City may terminate this Agreement for cause at any time by giving at least thirty (30) days' notice, in writing, to the Company. Cause is defined as the Company's violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Marijuana Establishment in the City of Boston. Notwithstanding the above, the Company shall not be relieved of liability to the City for damages sustained by the City for personal injury or property damage by virtue of any termination of the Agreement.

16. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. All legal disputes shall be resolved in the Courts of the Commonwealth of Massachusetts and the Company submits to the jurisdiction of the Trial Court for Suffolk County for the adjudication of disputes arising out of this Agreement.

18. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

19. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

20. Headings. Section headings in this Agreement are inserted for convenience of reference only and shall in no way affect, modify, define or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include the masculine and feminine forms of such words.

21. Modifications. Modifications to this Agreement may be effective only if made in writing and signed by both Parties.

22. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original. The facsimile or PDF signatures of the parties shall be deemed to constitute original signatures.

23. Additional Items. (i) This agreement shall be subject to all conditions imposed upon the License as issued by the Boston Cannabis Board, such conditions being subject to amendment by the BCB from time to time; (ii) there will be no benches in or around the business; (iii) the Company agrees to prohibit smoking, vaping or any other form of consumption of marijuana on site unless specifically allowed by amendment to this agreement; (iv) the Company agrees to assist in the dissemination of communications materials related to public health, public safety and prevention efforts and work with the City and the public health community on efforts associated with prevention.

24. Executive Order. The Company acknowledges its compliance with the Executive Order of the City of Boston, dated September 13, 2019, which states: "No City of Boston employee or immediate family member may participate in a marijuana business that is currently seeking, or intends to seek, an approval from the City of Boston or its agencies. No member of the Zoning Board of Appeal, the Boston Licensing Board, the Boston Public Health Commission, the Boston Zoning Commission, the Boston Redevelopment Authority d/b/a the Boston Planning and Development Agency, or their immediate family members, may participate in a marijuana


business that is currently seeking, or intends to seek, an approval from the City of Boston, or its agencies.”

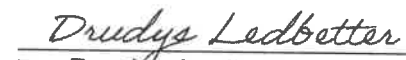
This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.

The company hereby certifies that the information supplied to the City during the application process and the information contained in this Agreement is accurate and that the provision of false or misleading information may subject the applicant to sanctions, up to and including revocation of a host community agreement.

CITY OF BOSTON

Build A Life Legacy LLC


Jasmin Winn
Cannabis Board Manager
Boston Cannabis Board


By: Drudys Ledbetter
Title: CEO
Date: 5/18/2023

Approved as to Form:


Thomas J. Broom
Assistant Corporation Counsel

VIA ELECTRONIC CORRESPONDENCE

July 13, 2023

Marla Pinkney, Licensing Specialist
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604

RE: Build a Life Legacy, LLC
MRN284875
Request for More Information

Dear Ms. Pinkney,

This office represents Build a Life Legacy, LLC d/b/a Zéb Boutique (the "Applicant") regarding the application currently under review by the Cannabis Control Commission (the "Commission") identified as MRN284875 (the "Application"). Please accept this correspondence in response to the Request for More Information dated June 8, 2023, and, more specifically, the requested information regarding the Management and Operations Profile Packet.

The Applicant is party to a Host Community Agreement (the "HCA") with the City of Boston and the Boston Cannabis Board attached hereto as Exhibit A. The HCA specifically lists the "doing business as" of the Applicant as Zéb Boutique which was also disclosed in the Application filed with the Commission. The City Clerk for the City of Boston has implemented a policy that no business certificate may be issued to a cannabis establishment or proposed cannabis establishment unless and until written approval of the "doing business as" from the Commission is submitted.

Once the Applicant receives said written approval we will register the "doing business as" of Zéb Boutique with the City Clerk and provide a copy of the business certificate.

We hope this information is sufficient for the Commission to continue its review of the Application. Please do not hesitate to contact me if we can provide additional information regarding the Application. Thank you for your consideration.

Best,



Lesley

Lesley Delaney Hawkins, Esq.
Prince Lobel Tye, LLP
Direct: (857) 272-6226

Enclosure

City of Boston and Build A Life Legacy LLC d/b/a Zéb Boutique

HOST COMMUNITY AGREEMENT

This Host Community Agreement ("Agreement") is made and entered into on the 18th day of May 2023, by and between the City of Boston, Massachusetts ("City" or "Boston") and Build A Life Legacy LLC d/b/a Zéb Boutique ("Company") and (collectively the "Parties").

WHEREAS, the Company wishes to operate as a Recreational Marijuana Retailer License by receipt of a license from the Commonwealth of Massachusetts' Cannabis Control Commission ("CCC") within the City, in accordance with 935 CMR 500.000 et seq.;

WHEREAS, The Parties understand and acknowledge that the Company intends to locate and operate as a Recreational Marijuana Retailer License at 536-538 River Street, Boston, 02126;

WHEREAS, the Company endeavors to function as a responsible corporate citizen and contributing member of the business community as it builds and sustains its business in the City;

NOW THEREFORE, in consideration of the provisions of this Agreement, the Company and the City agree to the following:

1. Definitions. As used in this Agreement, terms shall have the following meaning:

- a. Marijuana Establishment means a Medical Marijuana Treatment Center, Registered Marijuana Dispensary, Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier or any other type of licensed marijuana-related establishment seeking to conduct business within the City.
- b. Gross Sales Revenue means the total revenue actually derived from cultivation, manufacturing, processing and/or sales of marijuana and marijuana related products at the Marijuana Establishment.
- c. Calendar Year means a period of days running from January 1st until and through December 31st of the same year.
- d. Commencement Date means the date the Company commences sales at its Marijuana Establishment.

2. Payment. In the event that the Company obtains a license from the CCC for the operation of a Marijuana Establishment in the City and the Company receives any and all necessary and required permits and licenses issuable by the City, which said permits and/or licenses allow the company to locate, occupy and operate the Marijuana Establishment, the Company shall make payments to the City as follows:

Should the City determine that 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. Any cost imposed under this section shall be documented by the City and transmitted to the licensee not later than one month after the date of the annual renewal of a final license to operate the marijuana establishment, and shall not be effective after the marijuana establishment's eighth year of operation. To the extent that the Company claims any fees imposed exceed the 3% limit, it shall provide documentation proving such claim.

3. Obligations of the City. The City shall work cooperatively and in good faith with the Company as the Company progresses through the City's permitting process.

This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses pursuant to state or local law, ordinance, or regulation and collect appropriate fees and fines related to local permits and licenses. By entering into this Agreement the City is not required to issue such permits or licenses.

All rights and obligations under this Agreement are expressly conditioned upon the Company's receipt of Final Licenses allowing for their operation of a Marijuana Establishment within the City, and upon Company obtaining all local approvals. If Company fails to secure any of the Final Licenses, or any of the required local approvals aforementioned, this Agreement shall be null and void.

4. 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. Nothing in this section shall in any way limit or prevent the Company from challenging the valuation of its property before the Board of Assessors or at the Appellate Tax Board. All taxes and charges owed to the City must be paid on a current basis. The City may place a lien on the property of any person who has an outstanding balance due the City from any fee, charge or tax, which balance is at least six (6) months past due.

5. Term and Termination. This agreement shall take effect on the above written date, subject to the contingencies noted herein. This agreement shall continue in effect for so long as the Company operates as a Recreational Marijuana Retailer within the City, or eight (8) years from the commencement date, whichever is earlier. At the conclusion of the term of this agreement, the Parties shall renegotiate a new Host Community Agreement in accordance with the prevailing regulations and laws as such regulations may be amended or replaced. If the Company seeks to change its business operations, including but not limited to the addition of delivery services, at this site the Company agrees to comply with the established City process relative to a cannabis related establishment, including but not limited to, notice to abutters, a community outreach meeting and City review process and, if approved, to renegotiate a new Host Community Agreement. In the event that the Company no longer does business in the City or in any way loses or has its license revoked by the Commonwealth and/or the Boston Cannabis Board, this agreement shall become null and void; however, the Company will be responsible for any payment due under section 2 above. In the event that the Company wishes to transfer ownership of the Company, any such proposed changes must be approved by the Boston Cannabis Board.

6. Appropriation. The purpose of this agreement is to assist the City in addressing the costs imposed upon the City by the operation of the Marijuana Establishment.

7. Security. The Company shall maintain security at the Marijuana Establishment in accordance with the security plan presented to the City and included as part of their application to the Cannabis Control Commission. Said security plan shall take into account the unique operational concerns particular to the Marijuana Establishment at the proposed location as well as all applicable laws and regulations.

8. Signage. The Company will limit signage for the Marijuana Establishment to the extent that such signage is inconsistent with applicable statutes and regulations, and to the extent that such signage is inconsistent with the look and character of the surrounding area and/or injurious to the neighborhood.

9. Hours of Operation. The Company agrees to the following operating hours for the public: Monday-Thursday 10:00am to 8:00pm, Friday-Saturday 10:00am to 9:00pm, Sunday 11:00am to 7:00pm (11:00am to 2:00pm pre-order/appointment only) unless otherwise changed by the Boston Cannabis Board.

10. To the extent that such a practice and its implementation are consistent with federal and state laws and regulations, the Company will work in a good faith, legal and nondiscriminatory manner to give reasonable preference in the hiring of employees for the site to qualified Boston residents. In addition, the Company shall endeavor to establish a diversity and inclusion plan aimed at creating increased opportunities for people of color, women, and M/WBEs to participate in the development of the site, including but not limited to, meaningful participation

by people of color, women, and M/WBEs in the following professional fields: construction; design; development; financing; operations; and ownership.

A Minority Business Enterprise or "MBE" is a firm that is owned, operated, and controlled by one or more individuals who are African American, Hispanic American, Native American, or Asian American who have at least 51% ownership of the firm.

A Woman Business Enterprise or "WBE" is a firm that is owned, operated, and controlled by one or more women who has or have at least 51% ownership of the firm.

11. The terms of this Agreement will not constitute a waiver of the City's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement.

12. Events of Default. The Company shall be deemed to have committed an event of default if any of the following occur:

- a. The Company fails to obtain, and maintain in good standing, all necessary local licenses and permits for the Marijuana Establishment, provided that the Company is able to exercise all available rights and due-process for maintaining in good standing said licenses and permits;
- b. The Company ceases to operate as a Marijuana Establishment without notifying the City; and
- c. The Company fails to make payments to the City as required under this Agreement, and such failure remains uncured with reasonable written notice from the City for thirty (30) days.

13. In the event that the Cannabis Control Commission and/or the Boston Cannabis Board suspends or revokes the Company's license, the City may also declare an event of default and terminate this Agreement. The Company shall be required to pay any amounts due upon the termination date; such amount to be determined by the period of operation of the Marijuana Establishment within the city.

14. The City may terminate this Agreement upon the occurrence of any event of default, and in the event the Company fails to cure said default in a commercially reasonable time.

15. Termination for Cause. The City may terminate this Agreement for cause at any time by giving at least thirty (30) days' notice, in writing, to the Company. Cause is defined as the Company's violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Marijuana Establishment in the City of Boston. Notwithstanding the above, the Company shall not be relieved of liability to the City for damages sustained by the City for personal injury or property damage by virtue of any termination of the Agreement.

16. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. All legal disputes shall be resolved in the Courts of the Commonwealth of Massachusetts and the Company submits to the jurisdiction of the Trial Court for Suffolk County for the adjudication of disputes arising out of this Agreement.

18. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

19. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

20. Headings. Section headings in this Agreement are inserted for convenience of reference only and shall in no way affect, modify, define or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include the masculine and feminine forms of such words.

21. Modifications. Modifications to this Agreement may be effective only if made in writing and signed by both Parties.

22. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original. The facsimile or PDF signatures of the parties shall be deemed to constitute original signatures.

23. Additional Items. (i) This agreement shall be subject to all conditions imposed upon the License as issued by the Boston Cannabis Board, such conditions being subject to amendment by the BCB from time to time; (ii) there will be no benches in or around the business; (iii) the Company agrees to prohibit smoking, vaping or any other form of consumption of marijuana on site unless specifically allowed by amendment to this agreement; (iv) the Company agrees to assist in the dissemination of communications materials related to public health, public safety and prevention efforts and work with the City and the public health community on efforts associated with prevention.

24. Executive Order. The Company acknowledges its compliance with the Executive Order of the City of Boston, dated September 13, 2019, which states: "No City of Boston employee or immediate family member may participate in a marijuana business that is currently seeking, or intends to seek, an approval from the City of Boston or its agencies. No member of the Zoning Board of Appeal, the Boston Licensing Board, the Boston Public Health Commission, the Boston Zoning Commission, the Boston Redevelopment Authority d/b/a the Boston Planning and Development Agency, or their immediate family members, may participate in a marijuana


business that is currently seeking, or intends to seek, an approval from the City of Boston, or its agencies."

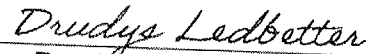
This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.

The company hereby certifies that the information supplied to the City during the application process and the information contained in this Agreement is accurate and that the provision of false or misleading information may subject the applicant to sanctions, up to and including revocation of a host community agreement.


CITY OF BOSTON

Build A Life Legacy LLC


Jasmin Winn
Cannabis Board Manager
Boston Cannabis Board


By: Drudys Ledbetter
Title: CEO
Date: 5/18/2023

Approved as to Form:


Thomas J. Broom
Assistant Corporation Counsel

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:

Drudys Ledbetter



Build A Life Legacy LLC Positive Impact Plan



Build A Life Legacy LLC

Areas of Disproportionate Impact Positive Impact Plan

- Build A Life Legacy understands that as a new business in the City of Boston, it needs to demonstrate a commitment to the community and provide mitigation for impact. Build A Life Legacy prides itself not only on being a great neighbor, but as an invested and engaged community partner. The company is built on the values of equity and justice, and these ideals will always be core to the management and operations of the business.
- The Cannabis Control Commission (Commission) requires companies to submit a plan to positively impact people disproportionately harmed by cannabis prohibition. Our plan will address our positive community impact in addition to our plan to impact the following groups as defined by the CCC that have been disproportionately harmed by cannabis prohibition.



Build A Life Legacy LLC

Overview of Positive Impact Plan Goals



- 1. Goal 1-** Establish a mentorship program and seek out Commission Approved Social Equity Program participants and residents of the City of Boston, MA (with a focus on Mattapan and Dorchester areas designated by the CCC as Disproportionately Impacted by the war on drugs) to partner with to help them achieve business ownership in or ancillary to the cannabis industry.
- 2. Goal 2-** Develop a comprehensive public education program on various aspects of cannabis and the industry including workshops, webinars, online courses, and printed materials; this program will be tailored and focused to serve MA residents with past drug convictions and/or MA residents with parents who have drug convictions.

Build A Life Legacy LLC

1. Goal 1- Establish a mentorship program and seek out Commission Approved Social Equity Program participants and residents of Boston, MA (an area designated by the CCC as Disproportionately Impacted by the war on drugs) to partner with to help them achieve business ownership in or ancillary to the cannabis industry.

Goals	Program	Measurements
Establish a mentorship program and seek out Commission Approved Social Equity Program participants and residents of Boston, MA (For Boston the following census tracts will be considered; 803, 10103, 10104, 10300, 10404, 10405, 60700, 61000, 61101, 70200, 71201, 80300, 61101, 80401, 80500, 80601, 80801, 81500, 81700, 81800, 81900, 82000, 82100, 90100, 90200, 90300, 90400, 90600, 91200, 91400, 91700, 91800, 91900, 92000, 92300, 92400, 100100, 100200, 100601, 101001, 101101, 101102, 110201, 120500, 980101, 980300, 981100, 981700 and 981800) to partner with to help them achieve business ownership in or ancillary to the cannabis industry.	<ol style="list-style-type: none">1. Build A Life Legacy LLC will post quarterly one advertisements in the local newspaper, the Dorchester Reporter, stating that we are looking for Boston residents and/or SEP participants that would like to enter the cannabis program for mentorship opportunities.2. A member of Build A Life Legacy LLC executive team will mentor 1 Boston resident or SEP participant for 6-8 weeks each calendar year.	<ol style="list-style-type: none">1. Build A Life Legacy LLC will keep track of all mentees that are SEP participants as well as Boston, MA residents and will track their progress towards achieving their goals in the cannabis industry.2. Build A Life Legacy LLC will also share the mentorship CORE values as part of their progress report to the CCC.



Build A Life Legacy LLC

Goal 2- Develop a comprehensive public education program on various aspects of cannabis and the industry including workshops, webinars, online courses, and printed materials; this program will be tailored and focused to serve Boston, MA residents with past drug convictions and/or Boston, MA residents with parents who have drug convictions.



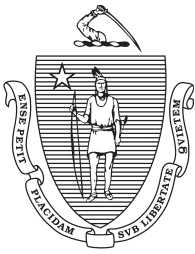
Goals	Programs	Measurements
<p>Develop a comprehensive education program on various aspects of cannabis and the industry including workshops, webinars, online courses, and printed materials.</p> <p>Build A Life Legacy LLC will offer at least one 1-hour free education program each quarter.</p>	<ol style="list-style-type: none"> 1. Build A Life Legacy LLC will provide interactive educational content to the public regarding cannabis on a quarterly basis (at least 1 hour program per quarter), ranging from the basics of cannabis use for a new consumer, to how to successfully launch your own cannabis business. 2. Informational workshops will be well-advertised in the local newspaper, The Dorchester Reporter and offered at no cost. (Minimum goal of 4 hours of live educational programs per year, at least 50% will take place in areas of disproportionate impact and targeting ADI such Boston, MA , with minimum goal of 15 attendees per event. (For Boston the following census tracts will be considered; 803, 10103, 10104, 10300, 10404, 10405, 60700, 61000, 61101, 70200, 71201, 80300, 61101, 80401, 80500, 80601, 80801, 81500, 81700, 81800, 81900, 82000, 82100, 90100, 90200, 90300, 90400, 90600, 91200, 91400, 91700, 91800, 91900, 92000, 92300, 92400, 100100, 100200, 100601, 101001, 101101, 101102, 110201, 120500, 980101, 980300, 981100, 981700 and 981800) 3. Taking a public health approach, Build A Life Legacy LLC will work with subject matter experts (SMEs) to develop an informative and easy to understand library of cannabis resources. 4. All educational content and resources will be available on the Build A Life Legacy LLC website. 	<ol style="list-style-type: none"> 1. Communication of educational offering will be well advertised in the local newspaper, the Dorchester Reporter and surrounding ADI's. Programming will be offered both in-person and remote. 2. Attendance will be taken at each event, participants will not be identified by name, but rather by demographic information to ensure access and impact are being quantified. Goal of a minimum of 15 participants per session. 3. All content will be available on the Build A Life Legacy LLC website for referencing. 4. Reporting of Education Program reach, impact and demographics will be shared with the Boston Cannabis Board and the CCC annually.

Build A Life Legacy LLC



Compliance Statement

The Company affirmatively states that it: (1) has confirmed that all of the abovementioned charities have accepted (or will accept) donations from the Company; (2) acknowledges and is aware of, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.



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

William Francis Galvin
Secretary of the
Commonwealth

Date: February 17, 2023

To Whom It May Concern :

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

BUILD A LIFE LEGACY, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C, on
January 22, 2021.

I further certify that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that, so far as appears of record, said Limited Liability Company has legal existence.



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

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 23020395040

Verify this Certificate at: <http://corp.sec.state.ma.us/corp/Certificates/Verify.asp>

Processed by: ili

**The Commonwealth of Massachusetts**
William Francis Galvin

Minimum Fee: \$100.00

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

(General Laws, Chapter)

Identification Number: 001483223The date of filing of the original certificate of organization: 1/22/20211. The exact name of the limited liability company is: BUILD A LIFE LEGACY, LLC
and if changed, the name under which it was originally organized:

2a. Location of its principal office:

No. and Street: 538 RIVER ST
City or Town: MATTAPAN State: MA Zip: 02126 Country: USA

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

No. and Street: 538 RIVER ST
City or Town: MATTAPAN State: MA Zip: 02126 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:

RETAIL, LOGISTICS, MANUFACTURING, AGRICULTURE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CANNAQUEEN HOLDINGS LLC
No. and Street: 28 CHURCH ST, STE 14
#1260
City or Town: WINCHESTER State: MA Zip: 01890 Country: USAI, DRUDYS LEDBETTER 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	DRUDYS LEDBETTER	63 POND STREET, APT 9 SHARON, MA 02067 USA
MANAGER	KERLEE NICOLAS	4697 W MARBLE RIDGE DR FAYETTEVILLE, AR 72704 US
MANAGER	LESLIE PASCUAL	9 HALL PL QUINCY, MA 02169 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	DRUDYS LEDBETTER	63 POND ST SHARON, MA 02067 US

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DRUDYS LEDBETTER	63 POND ST #9 SHARON, MA 02067 US

9. Additional matters:

10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:
REMOVAL OF MEMBER MARQUIS COHEN.

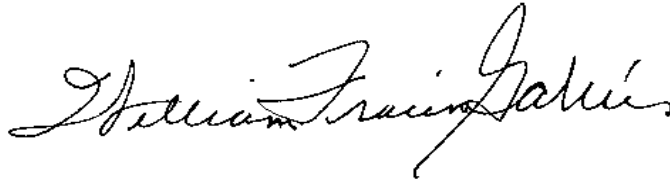
11. The restated certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of February, 2023,
DRUDYS LEDBETTER , Signature of Applicant.

THE COMMONWEALTH OF MASSACHUSETTS

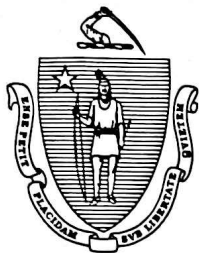
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

February 10, 2023 06:41 PM

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



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

William Francis Galvin
Secretary of the
Commonwealth

February 17, 2023

TO WHOM IT MAY CONCERN:

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

BUILD A LIFE LEGACY, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 22, 2021.**

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

I also certify that the names of all managers listed in the most recent filing are: **DRUDYS LEDBETTER, KERLEE NICOLAS, LESLIE PASCUAL**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DRUDYS LEDBETTER, KERLEE NICOLAS, LESLIE PASCUAL**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DRUDYS LEDBETTER**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



**Limited Liability Company Agreement of
Build A Life Legacy LLC
A Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of Build A Life Legacy LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Build A Life Legacy LLC, a Member-managed Massachusetts limited liability company (the "Company") formed under and pursuant to Massachusetts law.
- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.
- C. Primary Business Address. The location of the primary place of business of the Company is:

28 Church St, Ste 14 #1260, Winchester, Massachusetts 01890, or such other location as shall be selected from time to time by the Members.
- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is CannaQueen Holdings LLC. The Agent's registered office is 28 Church St, Ste 14 #1260, Winchester, Massachusetts 01890. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

- A. Purpose. The Company is created for the following business purpose:

Build A Life Legacy, LLC is pursuing a retail license for legal adult use cannabis sales, product manufacturing and cultivation in the state of Massachusetts.
- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Massachusetts law.
- C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Massachusetts. The Company will operate until terminated as outlined in this Agreement unless:
 - 1. A majority of the Members vote to dissolve the Company;
 - 2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Massachusetts law;
 - 3. It becomes unlawful for either the Members or the Company to continue in business;

4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Massachusetts law.

III. Members.

- A. Members. The Members of the Company (jointly the "Members") and their Membership Interest at the time of adoption of this Agreement are as follows:

Drudys Ledbetter, 51%

Leslie Pascual, 24.5%

Kerlee Nicolas, 24.5%

- B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

- C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

- D. Death, Incompetency, Resignation or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company voluntarily or involuntarily, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. If a Member is removed involuntarily, it must be by vote recorded in the official minutes. If a Member resigns, they should submit a notarized resignation letter to the Registered Agent. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 90 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 90 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power.* The Company's Members shall each have one Vote equal to the Vote of each other Member, regardless of the Member's share of Membership Interest in the Company.
2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;

3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Massachusetts limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Fiduciary Duties of the Members

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Massachusetts.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members

excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.

3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - i. One or more Members, Officers, or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
 - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
 - iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.
- I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.
- J. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.
- K. Members as Agents. All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

IV. Accounting and Distributions.

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

- B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on a quarterly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

- A. Tax Designation. The Company has or will file with the Internal Revenue Service for treatment as a C-corporation.

VI. Officers.

- A. Appointment and Titles of Officers. The initial Officers shall be appointed by the Members and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Members. The Members may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by Massachusetts law. The Members may appoint such other Officers and agents as they shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Members. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members may be removed at any time, with or without cause, by the affirmative vote of a majority of the Members. Any vacancy occurring in any office of the Company shall be filled by the Members. Unless the Members decide otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Massachusetts law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.
1. *Chairman*. The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Members, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Members are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:
 - i. where required or permitted by law or this Agreement to be otherwise signed and executed;
 - ii. where signing and execution thereof shall be expressly delegated by the Members to some other Officer or agent of the Company.
 2. *President*. In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Members may from time to time prescribe.
 3. *Vice-Presidents*. In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Members (or, in the absence of any designation, in the order of their election) shall perform the duties of the

Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Members may from time to time prescribe.

4. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Members and record all the proceedings of the meetings of the Company and of the Members in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, as required in this Agreement or by Massachusetts law, and shall perform such other duties as may be prescribed by the Members or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Members (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Members may from time to time prescribe.
5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Members. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Members and shall render to the Chairman and to the Members, at their regular meetings or when the Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Members forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Massachusetts law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Members (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Members may from time to time prescribe.

B. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Members not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

C. Fiduciary Duties of the Officers.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Officer shall have a fiduciary duty of loyalty and care similar to that of officers of limited liability companies organized under the laws of Massachusetts.
2. *Competition with the Company.* The Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest

adverse to the Company unless a majority, by individual vote, of the Members, excluding the interested Officer if that Officer is a Member, consents thereto. The Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members, excluding the interested Officer if that Officer is a Member, consents thereto. In the event that the interested Officer is the sole Member, no vote shall be required.

3. *Duties Only to the Company.* The Officers' fiduciary duties of loyalty and care are to the Company and not to the Members or other Officers. The Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the Members, but shall owe no such duties to Officers unless the Officer is a Member. An Officer who so performs their duties shall not have any liability by reason of being or having been an Officer.
4. *Reliance on Reports.* In discharging the Officer's duties, an Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - i. One or more Members, Officers, or employees of the Company whom the Officer reasonably believes to be reliable and competent in the matters presented.
 - ii. Legal counsel, public accountants, or other persons as to matters the Officer reasonably believes are within the persons' professional or expert competence.
 - iii. A committee of Members of which the affected Officer is not a participant, if the Officer reasonably believes the committee merits confidence.

VII. Dissolution.

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the

Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

- D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Massachusetts shall have been canceled in the manner required by Massachusetts law.
- E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.
- G. Notice to Massachusetts Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

VIII. Exculpation and Indemnification.

- A. No Member, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other

person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article VIII shall survive any termination of this Agreement.

IX. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VIII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

X. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Massachusetts.

XI. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XII. General Provisions.

- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Massachusetts (without regard to conflicts of law principles thereof).
- G. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.
- H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Massachusetts law.
- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of January 22, 2021.

By: Drudys Ledbetter
Drudys Ledbetter

Date: 02/13/2023

By: Leslie Pascual
Leslie Pascual

Date: 02/28/2023

By: Kerlee Nicolas
Kerlee Nicolas

Date: 02/18/2023

ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of Build A Life Legacy LLC are as follows:

Drudys Ledbetter

Contribution:

Founder and Chief Executive Officer valued at \$0.00

Leslie Pascual

Contribution:

Chief Technology Officer valued at \$0.00

Kerlee Nicolas

Contribution:

Chief Financial Officer valued at \$0.00



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001483223

Annual Report Filing Year: 2023

1.a. Exact name of the limited liability company: BUILD A LIFE LEGACY, LLC

1.b. The exact name of the limited liability company *as amended*, is: BUILD A LIFE LEGACY, LLC

2a. Location of its principal office:

No. and Street: 538 RIVER ST
 City or Town: MATTAPAN State: MA Zip: 02126 Country: USA

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

No. and Street: 538 RIVER ST
 City or Town: MATTAPAN State: MA Zip: 02126 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:

RETAIL, LOGISTICS, MANUFACTURING, AGRICULTURE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CANNAQUEEN HOLDINGS LLC
 No. and Street: 28 CHURCH ST, STE 14
#1260
 City or Town: WINCHESTER State: MA Zip: 01890 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DRUDYS LEDBETTER	63 POND STREET, APT 9 SHARON, MA 02067 USA
MANAGER	KERLEE NICOLAS	4697 W MARBLE RIDGE DR FAYETTEVILLE, AR 72704 US
MANAGER	LESLIE PASCUAL	9 HALL PL QUINCY, MA 02169 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	DRUDYS LEDBETTER	63 POND ST SHARON, MA 02067 US

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DRUDYS LEDBETTER	63 POND ST #9 SHARON, MA 02067 US

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of February, 2023,
DRUDYS LEDBETTER , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

February 15, 2023 03:40 PM

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 "F".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Attestation for RFI- 1 # MRN284875

In response to the Cannabis Control Commission (the “CCC”) Notice: Additional Information Request dated March 28, 2023 (“**RFI-1**”), in connection with the Retail establishment (the “**Establishment**”) license application # MRN284875 by Build A Life Legacy LLC. (the “**Licensee**” or the “**Applicant**”), the undersigned, Drudys Ledbetter, hereby confirms and certifies to the CCC the following:

1. Application of Intent Package-
 - a. Persons Having Direct or Indirect Control
 - i. Marquis Cohen is not a person of Direct or Indirect control and has been removed from all application documentation.
 - b. Marijuana Establishment Property Details
 - i. LOI has been updated to reflect property address of 536-538 River Street as the parcel encompasses both street addresses and the establishment will occupy both 536 and 538 River Street.
 - ii. In the city of Boston documentation, this parcel is listed as 523-542 River Street for zoning purposes.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of May 25th, 2023

By: Drudys Ledbetter
Name: Drudys Ledbetter



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Restated Certificate of Organization

(General Laws, Chapter)

Identification Number: 001483223

The date of filing of the original certificate of organization: 1/22/2021

1. The exact name of the limited liability company is: BUILD A LIFE LEGACY, LLC
and if changed, the name under which it was originally organized:

2a. Location of its principal office:

No. and Street: 538 RIVER ST
 City or Town: MATTAPAN State: MA Zip: 02126 Country: USA

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

No. and Street: 538 RIVER ST
 City or Town: MATTAPAN State: MA Zip: 02126 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:

RETAIL, LOGISTICS, MANUFACTURING, AGRICULTURE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CANNAQUEEN HOLDINGS LLC
 No. and Street: 28 CHURCH ST, STE 14
#1260
 City or Town: WINCHESTER State: MA Zip: 01890 Country: USA

I, DRUDYS LEDBETTER 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	DRUDYS LEDBETTER	63 POND STREET, APT 9 SHARON, MA 02067 USA
MANAGER	KERLEE NICOLAS	4697 W MARBLE RIDGE DR FAYETTEVILLE, AR 72704 US
MANAGER	LESLIE PASCUAL	9 HALL PL QUINCY, MA 02169 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	DRUDYS LEDBETTER	63 POND ST SHARON, MA 02067 US

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DRUDYS LEDBETTER	63 POND ST #9 SHARON, MA 02067 US

9. Additional matters:

10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:

REMOVAL OF MEMBER MARQUIS COHEN.

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

SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of February, 2023,
DRUDYS LEDBETTER , Signature of Applicant.

THE COMMONWEALTH OF MASSACHUSETTS

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

February 10, 2023 06:41 PM

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

Attestation for RF2- 1 # MRN284875

In response to the Cannabis Control Commission (the “CCC”) Notice: Additional Information Request dated June 8th, 2023 (“**RFI-2**”), in connection with the Retail establishment (the “**Establishment**”) license application # MRN284875 by Build A Life Legacy LLC. (the “**Licensee**” or the “**Applicant**”), the undersigned, Drudys Ledbetter, hereby confirms and certifies to the CCC the following:

1. Build A Life Legacy LLC will be located in the City of Boston. The Boston Cannabis Board Process for establishing a cannabis business has the following steps (<https://www.boston.gov/establishing-cannabis-business-boston>):
 - a. Completion of online application
 - b. Apply for conditional use permit for zoning
 - c. Go through the appeal process for zoning
 - d. Create a Host Community Agreement
 - e. Go through the state process with the CCC and if the CCC approves our establishment, the CCC will notify the City of Boston
 - f. After getting final approval from the CCC, we can then register our business in the City of Boston
2. All licensed cannabis business in Boston, must file a business registration with the Office of the City Clerk, as required by MGL Chapter 110, Section 5 and pay the fee to register their business in the city of Boston. A registered DBA can only be registered after Build A Life Legacy LLC achieves final licensure via the CCC.
3. Build A Life Legacy LLC intends to do business as “Zéb Boutique” and will register its business with the city of Boston.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of June 12th, 2023

By: Drudys Ledbetter
Name: Drudys Ledbetter

VIA ELECTRONIC CORRESPONDENCE

July 13, 2023

Marla Pinkney, Licensing Specialist
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604

RE: Build a Life Legacy, LLC
MRN284875
Request for More Information

Dear Ms. Pinkney,

This office represents Build a Life Legacy, LLC d/b/a Zéb Boutique (the "Applicant") regarding the application currently under review by the Cannabis Control Commission (the "Commission") identified as MRN284875 (the "Application"). Please accept this correspondence in response to the Request for More Information dated June 8, 2023, and, more specifically, the requested information regarding the Management and Operations Profile Packet.

The Applicant is party to a Host Community Agreement (the "HCA") with the City of Boston and the Boston Cannabis Board attached hereto as Exhibit A. The HCA specifically lists the "doing business as" of the Applicant as Zéb Boutique which was also disclosed in the Application filed with the Commission. The City Clerk for the City of Boston has implemented a policy that no business certificate may be issued to a cannabis establishment or proposed cannabis establishment unless and until written approval of the "doing business as" from the Commission is submitted.

Once the Applicant receives said written approval we will register the "doing business as" of Zéb Boutique with the City Clerk and provide a copy of the business certificate.

We hope this information is sufficient for the Commission to continue its review of the Application. Please do not hesitate to contact me if we can provide additional information regarding the Application. Thank you for your consideration.

Best,



Lesley

Lesley Delaney Hawkins, Esq.
Prince Lobel Tye, LLP
Direct: (857) 272-6226

Enclosure

City of Boston and Build A Life Legacy LLC d/b/a Zéb Boutique

HOST COMMUNITY AGREEMENT

This Host Community Agreement ("Agreement") is made and entered into on the 18th day of May 2023, by and between the City of Boston, Massachusetts ("City" or "Boston") and Build A Life Legacy LLC d/b/a Zéb Boutique ("Company") and (collectively the "Parties").

WHEREAS, the Company wishes to operate as a Recreational Marijuana Retailer License by receipt of a license from the Commonwealth of Massachusetts' Cannabis Control Commission ("CCC") within the City, in accordance with 935 CMR 500.000 et seq.;

WHEREAS, The Parties understand and acknowledge that the Company intends to locate and operate as a Recreational Marijuana Retailer License at 536-538 River Street, Boston, 02126;

WHEREAS, the Company endeavors to function as a responsible corporate citizen and contributing member of the business community as it builds and sustains its business in the City;

NOW THEREFORE, in consideration of the provisions of this Agreement, the Company and the City agree to the following:

1. Definitions. As used in this Agreement, terms shall have the following meaning:

- a. Marijuana Establishment means a Medical Marijuana Treatment Center, Registered Marijuana Dispensary, Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier or any other type of licensed marijuana-related establishment seeking to conduct business within the City.
- b. Gross Sales Revenue means the total revenue actually derived from cultivation, manufacturing, processing and/or sales of marijuana and marijuana related products at the Marijuana Establishment.
- c. Calendar Year means a period of days running from January 1st until and through December 31st of the same year.
- d. Commencement Date means the date the Company commences sales at its Marijuana Establishment.

2. Payment. In the event that the Company obtains a license from the CCC for the operation of a Marijuana Establishment in the City and the Company receives any and all necessary and required permits and licenses issuable by the City, which said permits and/or licenses allow the company to locate, occupy and operate the Marijuana Establishment, the Company shall make payments to the City as follows:

Should the City determine that 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. Any cost imposed under this section shall be documented by the City and transmitted to the licensee not later than one month after the date of the annual renewal of a final license to operate the marijuana establishment, and shall not be effective after the marijuana establishment's eighth year of operation. To the extent that the Company claims any fees imposed exceed the 3% limit, it shall provide documentation proving such claim.

3. Obligations of the City. The City shall work cooperatively and in good faith with the Company as the Company progresses through the City's permitting process.

This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses pursuant to state or local law, ordinance, or regulation and collect appropriate fees and fines related to local permits and licenses. By entering into this Agreement the City is not required to issue such permits or licenses.

All rights and obligations under this Agreement are expressly conditioned upon the Company's receipt of Final Licenses allowing for their operation of a Marijuana Establishment within the City, and upon Company obtaining all local approvals. If Company fails to secure any of the Final Licenses, or any of the required local approvals aforementioned, this Agreement shall be null and void.

4. 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. Nothing in this section shall in any way limit or prevent the Company from challenging the valuation of its property before the Board of Assessors or at the Appellate Tax Board. All taxes and charges owed to the City must be paid on a current basis. The City may place a lien on the property of any person who has an outstanding balance due the City from any fee, charge or tax, which balance is at least six (6) months past due.

5. Term and Termination. This agreement shall take effect on the above written date, subject to the contingencies noted herein. This agreement shall continue in effect for so long as the Company operates as a Recreational Marijuana Retailer within the City, or eight (8) years from the commencement date, whichever is earlier. At the conclusion of the term of this agreement, the Parties shall renegotiate a new Host Community Agreement in accordance with the prevailing regulations and laws as such regulations may be amended or replaced. If the Company seeks to change its business operations, including but not limited to the addition of delivery services, at this site the Company agrees to comply with the established City process relative to a cannabis related establishment, including but not limited to, notice to abutters, a community outreach meeting and City review process and, if approved, to renegotiate a new Host Community Agreement. In the event that the Company no longer does business in the City or in any way loses or has its license revoked by the Commonwealth and/or the Boston Cannabis Board, this agreement shall become null and void; however, the Company will be responsible for any payment due under section 2 above. In the event that the Company wishes to transfer ownership of the Company, any such proposed changes must be approved by the Boston Cannabis Board.

6. Appropriation. The purpose of this agreement is to assist the City in addressing the costs imposed upon the City by the operation of the Marijuana Establishment.

7. Security. The Company shall maintain security at the Marijuana Establishment in accordance with the security plan presented to the City and included as part of their application to the Cannabis Control Commission. Said security plan shall take into account the unique operational concerns particular to the Marijuana Establishment at the proposed location as well as all applicable laws and regulations.

8. Signage. The Company will limit signage for the Marijuana Establishment to the extent that such signage is inconsistent with applicable statutes and regulations, and to the extent that such signage is inconsistent with the look and character of the surrounding area and/or injurious to the neighborhood.

9. Hours of Operation. The Company agrees to the following operating hours for the public: Monday-Thursday 10:00am to 8:00pm, Friday-Saturday 10:00am to 9:00pm, Sunday 11:00am to 7:00pm (11:00am to 2:00pm pre-order/appointment only) unless otherwise changed by the Boston Cannabis Board.

10. To the extent that such a practice and its implementation are consistent with federal and state laws and regulations, the Company will work in a good faith, legal and nondiscriminatory manner to give reasonable preference in the hiring of employees for the site to qualified Boston residents. In addition, the Company shall endeavor to establish a diversity and inclusion plan aimed at creating increased opportunities for people of color, women, and M/WBEs to participate in the development of the site, including but not limited to, meaningful participation

by people of color, women, and M/WBEs in the following professional fields: construction; design; development; financing; operations; and ownership.

A Minority Business Enterprise or "MBE" is a firm that is owned, operated, and controlled by one or more individuals who are African American, Hispanic American, Native American, or Asian American who have at least 51% ownership of the firm.

A Woman Business Enterprise or "WBE" is a firm that is owned, operated, and controlled by one or more women who has or have at least 51% ownership of the firm.

11. The terms of this Agreement will not constitute a waiver of the City's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement.

12. Events of Default. The Company shall be deemed to have committed an event of default if any of the following occur:

- a. The Company fails to obtain, and maintain in good standing, all necessary local licenses and permits for the Marijuana Establishment, provided that the Company is able to exercise all available rights and due-process for maintaining in good standing said licenses and permits;
- b. The Company ceases to operate as a Marijuana Establishment without notifying the City; and
- c. The Company fails to make payments to the City as required under this Agreement, and such failure remains uncured with reasonable written notice from the City for thirty (30) days.

13. In the event that the Cannabis Control Commission and/or the Boston Cannabis Board suspends or revokes the Company's license, the City may also declare an event of default and terminate this Agreement. The Company shall be required to pay any amounts due upon the termination date; such amount to be determined by the period of operation of the Marijuana Establishment within the city.

14. The City may terminate this Agreement upon the occurrence of any event of default, and in the event the Company fails to cure said default in a commercially reasonable time.

15. Termination for Cause. The City may terminate this Agreement for cause at any time by giving at least thirty (30) days' notice, in writing, to the Company. Cause is defined as the Company's violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Marijuana Establishment in the City of Boston. Notwithstanding the above, the Company shall not be relieved of liability to the City for damages sustained by the City for personal injury or property damage by virtue of any termination of the Agreement.

16. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. All legal disputes shall be resolved in the Courts of the Commonwealth of Massachusetts and the Company submits to the jurisdiction of the Trial Court for Suffolk County for the adjudication of disputes arising out of this Agreement.

18. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

19. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

20. Headings. Section headings in this Agreement are inserted for convenience of reference only and shall in no way affect, modify, define or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include the masculine and feminine forms of such words.

21. Modifications. Modifications to this Agreement may be effective only if made in writing and signed by both Parties.

22. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original. The facsimile or PDF signatures of the parties shall be deemed to constitute original signatures.

23. Additional Items. (i) This agreement shall be subject to all conditions imposed upon the License as issued by the Boston Cannabis Board, such conditions being subject to amendment by the BCB from time to time; (ii) there will be no benches in or around the business; (iii) the Company agrees to prohibit smoking, vaping or any other form of consumption of marijuana on site unless specifically allowed by amendment to this agreement; (iv) the Company agrees to assist in the dissemination of communications materials related to public health, public safety and prevention efforts and work with the City and the public health community on efforts associated with prevention.

24. Executive Order. The Company acknowledges its compliance with the Executive Order of the City of Boston, dated September 13, 2019, which states: "No City of Boston employee or immediate family member may participate in a marijuana business that is currently seeking, or intends to seek, an approval from the City of Boston or its agencies. No member of the Zoning Board of Appeal, the Boston Licensing Board, the Boston Public Health Commission, the Boston Zoning Commission, the Boston Redevelopment Authority d/b/a the Boston Planning and Development Agency, or their immediate family members, may participate in a marijuana


business that is currently seeking, or intends to seek, an approval from the City of Boston, or its agencies."

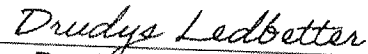
This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.

The company hereby certifies that the information supplied to the City during the application process and the information contained in this Agreement is accurate and that the provision of false or misleading information may subject the applicant to sanctions, up to and including revocation of a host community agreement.


CITY OF BOSTON

Build A Life Legacy LLC


Jasmin Winn
Cannabis Board Manager
Boston Cannabis Board


By: Drudys Ledbetter
Title: CEO
Date: 5/18/2023

Approved as to Form:


Thomas J. Broom
Assistant Corporation Counsel

Plan for Obtaining Liability Insurance

Build A Life Legacy LLC (“company”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10). Pursuant to 935 CMR 500.105(10) the Company shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence. Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “Liability Insurance Escrow Account”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s Record Retention Policy (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure. The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000. This policy may also be referred to by the Company as the “Liability Insurance Policy”.



Build A Life Legacy LLC

Business Plan



Disclaimer

This document contains forward looking statements identified by the use of words such as should, believes, plans, goals, expects, may, will, objectives, missions, or the negative thereof, other variations thereon or comparable terminology. Such statements are based on currently available information that is subject to risks and uncertainties that affect our business, including, but not limited to, the impact of the competition, limited visibility into future brand and location expansion efforts, economic conditions generally, difficulties inherent in the development of new businesses, as well as the sufficiency and availability of capital to fund operations. Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, goals, assumptions or future events or performance are not statements of historical fact and may be forward looking statements. Forward looking statements involve a number of risk and uncertainties, which could cause actual results or events to differ materially from those presently anticipated. This information is intended for the general use of parties interested in investments in and ventures with Build A Life Legacy LLC. While the content herein is believed to be accurate, no representation of such is expressed or implied: such representations can be made only in definite documentation governing any actual investment or venture. Build A Life Legacy LLC is a start-up and therefore any investment is speculative and subject to loss of investment. There is no guarantee of return on investment in any amount. The LLC intends to own and lease marijuana facilities. The marijuana business is inherently risky. This is a limited debt offering. It is not intended to nor does it comply with federal or state law or regulations governing investments, offerings, or other financial instruments, including but not limited to the Massachusetts Uniform Securities Act or the Federal Securities Act of 1933.



Executive Summary

Our Story

- ❖ Build A Life Legacy LLC was formed in January 2021
- ❖ We are 100% owned by people of color
- ❖ Majority owned by a woman
- ❖ Our leadership team are all BPS graduates (Boston Latin School & Boston Latin Academy)
- ❖ Leadership Team with over 50 years of combined leadership and professional experience

Our Mission

Our mission is to revitalize the Mattapan Square commercial district, by opening a minority owned retail cannabis dispensary in Mattapan. We strive to make “Build A Life Legacy LLC ” the model for training, educating and empowering our Mattapan community and other entrepreneurs. We are Mattapan natives with strong ties to the community and are passionate about serving and giving back to Mattapan.

Our Values

Our values are our guiding principles:

- ❖ Integrity
- ❖ Financial Stewardship
- ❖ Community Empowerment
- ❖ Social Equity & Social Justice

Company Structure

- ❖ Build A Life Legacy LLC is a Massachusetts domestic limited liability company that is applying for licenses from the Commission to operate Marijuana Establishments in the Commonwealth.
- ❖ Build A Life Legacy LLC will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment



Build A Life Legacy LLC Business Plan Summary

Build A Life Legacy LLC will be the first cannabis retailer in Boston's Mattapan neighborhood. We began our business development in 2021 and will commence operations Q1 2024, with a Marijuana retailer license. We anticipate growing our operations to include product processing and manufacturing by 2025.

Our sales strategy will be focused on educating our local community and also creating a high end shopping experience that will create customer loyalty.

Build A Life Legacy LLC will be both a boutique and a community hub for history and education about the community of Mattapan.



Meet the Team



Dru Ledbetter

Chief Executive Officer || Co-Founder

Born in Caracas Venezuela and raised in Boston, MA. Dru attended Boston Latin School and Boston College, where she obtained a BS in Nursing Science. Dru became the youngest Nurse Manager at Radius Healthcare and moved on to spend 12 years in Nursing Leadership with her last role being Director of Critical Care. The last 7 years, Dru has worked in Product Development and Implementation in the Healthcare It space and served as a Clinical Project Manager for the leading Medical Device Integration company in the US. Dru Ledbetter is also Owner and CEO of Flower Xpress, a cannabis brand that is vertically integrated with consumer delivery out of Colrain, MA.



Kerlee Nicolas

Chief Financial Officer

Kerlee Nicolas is a Director of Sales for Procter and Gamble and has more than 13 years of sales and multifunctional experience in the Consumer Goods Industry. Kerlee was born in Venezuela to Haitian parents and grew up in Boston, MA, where he received his B.S. degree in Business Management from Mount Ida College. Kerlee later received his MBA from the University of Arkansas Sam M. Walton College of Business. Kerlee currently serves on the University of Arkansas MBA Alumni Advisory Board, leads culture building and equality and inclusion work at P&G, and has a passion for mentoring.

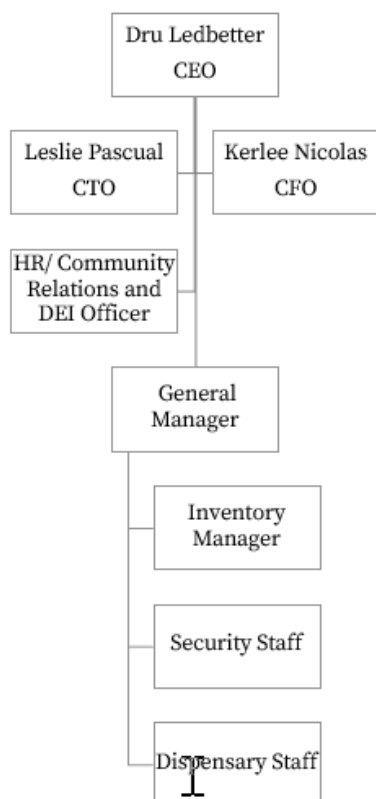


Leslie Pascual

Director of Technology

Leslie is a 20-year technology professional with a proven track record of building collaborative efficient technology teams, effectively managing partners, and developing capabilities and offerings from the ground up. Leslie is familiar with highly regulated industries, having served as Technical lead for the NH Lottery and Tri-state Lotteries for 9 years. In 2018, she led, created and launched the NH Lottery new suite of online games, making them the 6th in the country to offer online purchasing of tickets. She has direct cannabis experience assisting Curaleaf with online payments and the redesign and development of their online hemp e-commerce website.

Organization Chart





Company Description

Build A Life Legacy is a Massachusetts Limited Liability Company that will be operating a retail dispensary in the City of Boston's Mattapan Community.

Build A Life Legacy LLC will be a boutique style retail dispensary in Mattapan Square, the southernmost gateway to the City of Boston. Located at 536-538 River St, Dispensary will be a premier destination for those seeking an upscale cannabis shopping experience, centered around customer education and experience. Our walls will be dedicated to the history and images of our community of Mattapan and we hope that our patrons not only receive the highest level of customer service in a beautifully designed sales floor, but can also learn about the rich history of Mattapan and enjoy local art and images every time they visit our store.

Build A Life Legacy LLC will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment.

Business Operations

Location

- 536 - 5388 River Street is not within 0.5 miles of another proposed marijuana retail establishment, the nearest marijuana establishment is 3.3 miles away.
- This area of Mattapan is considered a "gateway" area (Mattapan Square Commercial District) and is very densely populated. There are over 80 businesses within 0.25 miles of our proposed location.
- 538 River Street is not within 500 feet from a public or private school or within 500 feet from an adult day care center and does not have day treatment centers within a half mile of its location
- Access to public transportation
 - 4 bus stops within a 3 minute walk with access to the following bus routes- Bus routes #24, #27, #28, #29, #30, #31, #33, #245 and #716. Two Bus stops are within 10 feet of main entrance of proposed establishment.
 - 1 Commuter rail station is within half mile- Blue Hill Ave
 - 1 MBTA Station is within 0.2 miles- Mattapan Station
 - 1 Blue Bike Location within a 3-minute walk
 - 5 dedicated private parking spaces will be established in the parcel next to 542 River Street, already designated for use as Parking, behind proposed location and 4-7 on street parking spaces available in front of 538 River Street. 1 dedicated ADA accessible parking spots.



General Operations

Build A Life Legacy LLC will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products; conduct a monthly inventory of stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Build A Life Legacy LLC will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Build A Life Legacy LLC will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Insurance Plan

Build A Life Legacy LLC will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10). Pursuant to 935 CMR 500.105(10) the Company shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the "Liability Insurance Escrow Account") a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company's Record Retention Policy (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure. The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000. This policy may also be referred to by the Company as the "Liability Insurance Policy".



Security Plan

- Build A Life Legacy LLC has contracted SETRONICS as their professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.
- Our proposed state-of-the-art security system will consist of perimeter alarms, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised
- Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the ‘barn’, ‘milk house’ and sugar house where marijuana is grown, processed and stored and all of the surrounding areas will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.
- Build A Life Legacy LLC registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.
- All agents and visitors will be required to visibly display an ID badge and Build A Life Legacy LLC will maintain a current list of individuals with access. Build A Life Legacy LLC will have vendors complete an intake survey, to capture demographic information of all vendors and maintain records for internal use. We will have security personnel on-site during business hours.
- On-site consumption of marijuana by Build A Life Legacy LLC employees and visitors will be prohibited.

Regulation and Compliance

1. Build A Life Legacy LLC is a Massachusetts Limited Liability Company and will maintain the LLC in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance.
2. Build A Life Legacy LLC will apply for all state and local permits and approvals required to build out and operate the facility.
3. Build A Life Legacy LLC will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.



Other Considerations

Build A Life Legacy LLC will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Build A Life Legacy LLC will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Build A Life Legacy LLC will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities.

The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Build A Life Legacy LLC has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Build A Life Legacy LLC and its agents will comply with all local rules, regulations, ordinances, and bylaws.

Products and Services Plan

In addition to traditional sativa, indica, and hybrid cannabis flower, Build A Life Legacy LLC will offer a wide range of products that will allow us to serve customers with a wide variety of needs. Products Build A Life Legacy LLC intends to offer include, but will not be limited to:

1. Pre-Rolls and Cannagars
2. Concentrates
3. Topical Salves
4. Creams and Lotions
5. Patches
6. Oral Mucosal and Sublingual Dissolving Tablets
7. Tinctures
8. Sprays
9. Inhalation Ready to Use CO2 Extracted Hash Oils
10. Pre-Dosed Oil Vaporizers
11. Ingestion Capsules
12. Infused Food and Beverages
13. Suppositories

Pricing Structure -Build A Life Legacy LLC's pricing structure will vary based on market conditions. Build A Life Legacy LLC plans to provide products of superior quality and locally sources, we will price accordingly.



Sales and Marketing

Build A Life Legacy LLC's plan to grow the company includes a robust marketing plan that includes

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer experience; and
4. A product line that is exclusive to our brand and delivered by a staff made of consummate professionals.

Customer acquisition and retention will happen through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and Tik Tok and
5. Opt-in direct communications. Build A Life Legacy LLC will provide a catalogue and a printed list of the prices and strains of marijuana available to our business partners and will post the same catalogue and list on its website

Communication

Build A Life Legacy LLC will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old.

Any such marketing, advertising, and branding created for viewing by the public will include the statement:

“Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

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

“This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Build A Life Legacy LLC will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, we will market its products and services to reach a wide range of qualified consumers.



Sales

Build A Life Legacy LLC will sell its products and services by engaging customers with knowledgeable personnel and creating brand recognition through superior innovative products and extensive market research on customer's needs.

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

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

Build A Life Legacy LLC will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

Logo

Build A Life Legacy LLC developed a brand identity with the community in mind. The company logo to be used in labeling, signage, and other materials such as letterhead and distributed materials. The logo is discreet, unassuming, and does not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.





Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(8)(b), Build A Life Legacy LLC will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID.

Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Build A Life Legacy LLC agent will immediately inspect the person's proof of identification and determine the person's age, in accordance with 935 CMR 500.140(2). In the event Build A Life Legacy LLC discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m).

Build A Life Legacy LLC will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1). Pursuant to 935 CMR 500.105(4), Build A Life Legacy LLC will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21.

Build A Life Legacy LLC will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Build A Life Legacy LLC will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, "For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly." Pursuant to 935 CMR 500.105(6)(b), Build A Life Legacy LLC packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Build A Life Legacy LLC website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13)



Employment Plan

In accordance with our Record Keeping Procedures, Build A Life Legacy LLC will have a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Build A Life Legacy LLC agents are required to complete training as detailed in Build A Life Legacy LLC Qualifications and Training plan which includes but is not limited to Build A Life Legacy LLC job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained by Build A Life Legacy LLC and a comprehensive discussion regarding Build A Life Legacy LLC policy for immediate dismissal.

All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d). Build A Life Legacy LLC will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Build A Life Legacy LLC operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Hiring Plan

Build A Life Legacy LLC has the following specific goals for hiring staff:

- 80% City of Boston residents – with a priority placed on local Mattapan community members
- 51% BIPOC
- 51% Women
- Build A Life Legacy LLC will not use criminal history as a factor in hiring of team members when possible and in alignment with labor laws, particularly those who have served time for marijuana related charges.
- BALL LLC will not use citizenship status as a factor in hiring of team members when possible and in alignment with labor laws, however pursuant to the law all staff members must be legal to work within the United States.
- We will partner with transitional programs to specifically recruit those who have been disproportionately impacted by the “war on drugs”
- Retention activities include: advancement opportunities, non-discriminatory performance appraisals, mentoring and coaching opportunities, required JDEI trainings, and monetary incentives for specific activities.
- Benefits for staff include a starting hourly wage of \$18.50 per hour, benefits including medical, dental, and retirement, monthly subsidized T pass and Blue Bike Memberships, health and wellness incentives and % profit-based bonus programs for all employees
- BALL LLC will employ full time Director of DEI is part of the leadership team that will be tasked to coordinate all JDEI efforts.



- Paid time off for volunteer opportunities within the Mattapan community,
- Employee fund once profitable to support the following employee initiatives:
 - Tuition free financial literacy and technical training
 - Build A Life Legacy LLC Leadership incubator program to help our employees move from employee to owners
 - Health and wellness incentives in partnership with Mattapan Food and Fitness
 - Emergency child care in partnership with local family owned child care centers



Financial Projections

- Build A Life Legacy will break even by Q1 2025
- Expected Revenue \$500K+ dependent on regulatory environment.

Our Commitment to the Community of Mattapan

1. Be a good neighbor and exemplary business owner
2. Serve as a trusted educational resource for our patrons and community to help erase the stigma around marijuana
3. Provide an upscale shopping experience and exceptional customer service to all of our clients



Closing Remarks from Build A Life Legacy LLC

Build A Life Legacy LLC has the leadership, experience and know-how to compliantly and safely provide the highest quality, consistent and locally sourced, laboratory tested cannabis and cannabis products.

Build A Life Legacy will elevate the cannabis shopping experience, with a focus on customer education, while honoring our community through art and storytelling.

We will provide a clean, safe, and discreet shopping experience and a community environment for all of our employees and partners. Our security systems and comprehensive security measures will help ensure a safe and secure environment that will deter and prevent diversion.

“We will create a culture of business ownership that sets the standard for how business in Mattapan should be done. We deserve the best, so we will be the best.”

- Dru Ledbetter, Founder and CEO

Maintaining of Financial Records

Build A Life Legacy LLC (“company”) operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission’s Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the company.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If the company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500

- Additional written business records will be kept, including, but not limited to, records of:
- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.

License Renewal Records

The company shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.

Energy Compliance Plan

Build A Life Legacy LLC (“company”) energy usage will be derived primarily our building structures. The company will demonstrate consideration of the following factors as they relate to the business location:

1. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

The company will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and, if requested will provide energy and water usage reporting to the Commission in a form determined by the Commission. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b).

The company will regularly check for such guidelines and continue to follow the Commission’s standards.

Qualifications and Training

Build A Life Legacy LLC (“company”) will ensure that all employees hired to work at a company facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

The company will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that the company discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and the company will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Build A Life Legacy LLC anticipated positions and their qualifications. *935 CMR 500.105*

Note: All Build A Life Legacy LLC positions will require basic reading and writing skills. On job Training will be offered to all employees, including support in obtaining GED/High School Diploma.

- General Manager/Chief of Staff
- Inventory Manager
- Associates
- Security Personnel

Training

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

All of the company’s current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission Marijuana Establishment. Agents shall first take the Basic Core Curriculum. *935 CMR 500.105(2)* After successful completion of the Basic Core Curriculum, each Marijuana Establishment Agent involved in the handling or sale of

Marijuana for adult use shall fulfill the four-hour RVT requirement every year thereafter for the Marijuana Establishment to maintain designation as a Responsible Vendor. *935 CMR 500.105(2)*

In addition to the Basic Core Curriculum, all Marijuana Establishment Agents acting as delivery employees of a Delivery Licensee, or a Marijuana Establishment with a Delivery Endorsement shall have attended and successfully completed Delivery Core Curriculum *935 CMR 500.105(2)*

Once the company is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

The company will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. The company’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, the company’s agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana’s effect on the human body, including:
 - a. Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - b. The amount of time to feel impairment;
 - c. Visible signs of impairment; and
 - d. Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - a. How to check identification;
 - b. Spotting false identification;
 - c. Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - d. Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability;
 - d. License sanctions;
 - e. Waste disposal;
 - f. Health and safety standards;

- g. Patrons prohibited from bringing marijuana onto licensed premises;
- h. Permitted hours of sale;
- i. Conduct of establishment;
- j. Permitting inspections by state and local licensing and enforcement authorities;
- k. Licensee responsibilities for activities occurring within licensed premises;
- l. Maintenance of records;
- m. Privacy issues; and
- n. Prohibited purchases and practices.

Quality Control and Testing

Quality Control

Build A Life Legacy LLC (“company”) will comply with the following sanitary requirements:

1. Any company agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any company agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. The company’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The company’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. The company will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12).
6. The company’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The company’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. The company’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
 - a. The company will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and

utensils will be so designed and of such material and workmanship as to be adequately cleanable;

9. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. The company acknowledges and understands that the Commission may require it to demonstrate the intended and actual use of any toxic items found on the company premises;
10. The company will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet the company's needs;
11. The company's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
12. The company will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
13. The company will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
14. The company will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

In the event the company owns or leases a vehicle for the purposes of transporting marijuana, vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

The company will ensure that its facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

The company will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by the company to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

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

Testing

The company will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Any Independent Testing Laboratory relied upon by the company for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101:

Application Requirements, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: Adult Use of Marijuana; 935 CMR 501.000: Medical Use of Marijuana; and Commission protocol(s).

Marijuana and marijuana products sold by the company will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. The company acknowledges and understands that the Commission may require additional testing.

The company will maintain testing results in compliance with 935 CMR 500.000 et seq and the record keeping policies described herein and will maintain the results of all testing for no less than one year. The company acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested

Recordkeeping Procedures

Overview

Build A Life Legacy LLC (“company”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of company documents. Records will be stored at the company location in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

To ensure that the company is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of the company’s quarter-end closing procedures. In addition, the company’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

Corporate Records

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

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

Business Records

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

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the company

Personnel Records

At a minimum, Personnel Records will include:

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

Handling and Testing of Marijuana Records

The company will maintain the results of all testing for a minimum of one (1) year.

Inventory Records

The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory. Inventory records will be maintained as required by 935 CMR 500.105(8).

Seed-to-Sale Tracking Records

The company will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

Incident Reporting Records

Within ten (10) calendar days, the company will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .

All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by the company for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within the company's jurisdiction on request.

Visitor Records

A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

Waste Disposal Records

When marijuana or marijuana products are disposed of, the company will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two company agents present during the disposal or other handling, with their signatures.

The company will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Security Records

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

Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.

Recordings shall not be destroyed or altered and shall be retained as long as necessary if the company is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

Transportation Records

The company will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.

Vehicle Records (as applicable)

Records that any and all of the company's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.

Agent Training Records

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

Responsible Vendor Training

The company shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

Closure

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

Written Operating Policies and Procedures

Policies and Procedures related to the company's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of the company's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any company agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to company operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of the company, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on the company's website.
- Policies and procedures for the handling of cash on the company's premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:

- Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

License Renewal Records

The company shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

The company will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

Restricting Access to Individuals 21 or Older

Build A Life Legacy LLC (“company”) will ensure that no individual under the age of 21 has access to marijuana, we will comply with the following:

- All employees and registered agents must be 21 years of age or older. *935 CMR 500.029 or 500.030.*
- All visitors must be 21 years of age or older. *935 CMR 500.002*
- All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center. *935 CMR 500.050(5)*

Personnel Policies Including Background Checks

Overview

Build A Life Legacy LLC (“company”) will securely maintain personnel records, including registration status and background check records. The company will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with the company and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

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

After Hours Contacts

Drudys (Dru) Ledbetter

Dru@thepotboston.com

617-777-4492

Business Hours (Subject to Approval by the Special Permit Granting Authority)

Proposed Hours of Operation- Monday thru Thursday 10am to 8pm, Friday and Saturday 10am to 9pm, Sunday 11am to 6pm. These hours of operation have been approved by the Boston Cannabis Board.

Agent Background Checks

In addition to completing the Commission's agent registration process, all agents hired to work for the company will undergo a detailed background investigation prior to being granted access to a company facility or beginning work duties.

Background checks will be conducted on all agents in their capacity as employees or volunteers for the company pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, the company will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.

Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, The company will:

- a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
- b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, the company will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including

orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and

x. Any other relevant information, including information submitted by the subject.

c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS

All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.

Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.

References provided by the agent will be verified at the time of hire.

As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by the company or the Commission.

Personnel Policies and Training

As outlined in the company's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All company agents are required to complete training as detailed in company's Qualifications and Training plan which includes but is not limited to the company's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

The company will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission.
- Engaged in unsafe practices with regard to company operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the

Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Diversity Plan

Diversity Statement

Build A Life Legacy LLC (“company”) is a cannabis company founded by a minority team of entrepreneurs from Massachusetts. The company is an Equal Opportunity Employer (EOE) and Justice, Diversity, Equity, and Inclusion (JDEI) are core to our mission. It is our goal to be a diverse cannabis organization at all levels, from investors to sales to vendors. The company highly values all diversity, a critical component of a successful organization. The company is committed to creating a diverse workforce that does not discriminate based on race, ethnicity, religion, gender, gender identity, sexual orientation, national origin, age, ability (or perceived disability), pregnancy, genetic information, military or veteran status, ancestry, marital or familial status, socioeconomic status, criminal background, or citizenship.

In addition to hiring a diverse and culturally competent team of individuals, the organization will work to ensure an accessible and safe work environment for all. In accordance with the Guidance on Required Diversity Plans, the company affirmatively states as follows: (1) The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and (2) Any actions taken, or programs instituted, will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Diversity Goals

1. **Goal 1-** *Create and execute a comprehensive recruitment, hiring, and retention plan that ensures individuals from Minorities, Women, Veterans, People with disabilities, and LGBTQ+ Populations represent over 50% of all employees*
2. **Goal 2-** *Create an accessible and safe workplace for all staff regardless of race, ethnicity, religion, gender, gender identity, sexual orientation, national origin, age, ability (or perceived disability), pregnancy, genetic information, military or veteran status, ancestry, marital or familial status, socioeconomic status, criminal background or citizenship.*

Goal 1: Create and execute a comprehensive recruitment, hiring, and retention plan that ensures individuals from Minorities, Women, Veterans, People with disabilities, and LGBTQ+ Populations represent over 50% of all employees

- Host at least 1 job fair on site, advertise in local newspapers quarterly (The Boston Herald and the Dorchester Reporter), locally and on social media. The job fair will be held in the city of Boston.
- Partner with local organizations in Mattapan MA, such as ABCD to advertise opportunities to job seeking adults interested in the cannabis industry, obtain referrals, and host job fairs.
- Partner with Massachusetts Office on Disability to advertise opportunities to job seeking adults interested in the cannabis industry, obtain referrals, and host job fairs.
- The company has the following specific goals for hiring staff:
 - 20%- Minorities; particularly Black, African American, Hispanic, Latinx, and Indigenous people
 - 50%- Women;
 - 20%- Veterans;
 - 20%- People with disabilities; and
 - 20%- LGBTQ+
- Retention activities include advancement opportunities, non-discriminatory performance appraisals, mentoring and coaching opportunities, required JDEI trainings, and monetary incentives for specific activities.
- Benefits for staff include a starting hourly wage above State minimum wage per hour, full benefits including medical, dental, and retirement, monthly T pass, unlimited paid time off, tuition scholarships, health and wellness incentives, and more

Goal 2: Create an accessible and safe workplace for all staff regardless of race, ethnicity, religion, gender, gender identity, sexual orientation, national origin, age, ability (or perceived disability), pregnancy, genetic information, military or veteran status, ancestry, marital or familial status, socioeconomic status, criminal background or citizenship. All job descriptions at the company are gender neutral. All below named measurements will have a 100% compliance requirement that will be reported annually.

- Will develop grievance policy and confidential system for raising concerns, will be reviewed and handled by JDEI Committee
 - All employees will have access to Grievance forms that will be created and kept in multiple locations in the facility. Grievance box will be a safe and locked box in all gender neutral bathrooms, for complete confidentiality (no cameras are allowed in bathrooms)
 - Grievance boxes will be emptied and reviewed by leadership on a weekly basis
 - All grievances will be investigated and investigation will be tracked in a standard form/ to be created by the JDEI committee, but will include the following as well:
 - For grievances/Complaints- tracking of the type of grievance and complaint will be recorded (interpersonal, systems/processes/employee relations and compensation)

- What action was taken due to the complaint/grievance
- Any follow up actions or mitigations that were done
 - If new SOP is determined to be needed after a grievance event is resolved. Training on new SOP will be documented and tracked. Training will be completed within 90 days of grievance event.
- All bathrooms will be gender neutral
- At least one bathroom will be handicap-accessible
- Facility will be handicap-accessible throughout for both staff and customers, including entrances.
- Parking lot will include at least 1 handicap-accessible parking space
- Secure bike racks will be available outside of the facility for those using alternative transportation
- Tracking of all the abovenamed metrics will be reported to the company on an annual basis

Progress of this process and improvements or changes made will be documented upon renewal (one year from provisional licensure, and each year thereafter).

Measurements

As previously stated, JDEI is core to the company's purpose and is a critical priority for the company. All progress and/or successes will be documented upon renewal for the Commission.

Goal 1 will also be tracked with consideration to the following metrics, that will be used to assess the success of Goal #1. These metrics will be collected monthly. Progress towards goal will be evaluated in a quarterly basis.

- Number of attendees to job fair event
- Source of referral for attendee to job fair event or any hiring capacity
 - Massachusetts Office on Disability
 - ABCD
 - Re-entry programs
 - Public Notices
 - Online Employment Website
 - Other
- Demographics will include, Age range, Gender identity, Race, Residence
- Internal promotions, job advancement opportunities and in job training opportunities will also be captured
- Utilization of internal trainings and other benefits provided will be captured and measured
- Complaints/Grievances submitted will be collected and a log will be kept that includes the following information
 - For grievances/Complaints- tracking of the type of grievance and complaint will be recorded
 - What action was taken due to the complaint/grievance
 - Any follow up actions or mitigations that were done

Provide a report indicating how many job postings were listed and how many were in compliance with the gender neutrality, with a goal of 100%. Also share compliance with all metrics listed in Goal #1

All hiring data will be captured in an appropriate system and used to provide reports and analytics on applicants, interviews, hired staff, transitioned staff, and retention activity data. The company will report on a quarterly basis and will work with the local community, city, and state to share this information. Specifically, the company will collect and report the following:

- All new applicant demographic information
- Leadership Team demographic information
- All new hire staff demographic information
- All terminated/transitioned staff demographic information
- Retention activity statistics

Goal 2 will be tracked and measured based on the program details above. In addition, the grievance process will be reviewed annually to ensure it is a fair and truly confidential process. Any SOP's that are generated from this process will be tracked and reported on.

Acknowledgements

- a. The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively; and
- b. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- c. Progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

Attestation for RFI- 1 # MRN284875

In response to the Cannabis Control Commission (the “CCC”) Notice: Additional Information Request dated March 28, 2023 (“**RFI-1**”), in connection with the Retail establishment (the “**Establishment**”) license application # MRN284875 by Build A Life Legacy LLC. (the “**Licensee**” or the “**Applicant**”), the undersigned, Drudys Ledbetter, hereby confirms and certifies to the CCC the following:

1. Application of Intent Package-
 - a. Persons Having Direct or Indirect Control
 - i. Marquis Cohen is not a person of Direct or Indirect control and has been removed from all application documentation.
 - b. Marijuana Establishment Property Details
 - i. LOI has been updated to reflect property address of 536-538 River Street as the parcel encompasses both street addresses and the establishment will occupy both 536 and 538 River Street.
 - ii. In the city of Boston documentation, this parcel is listed as 523-542 River Street for zoning purposes.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of May 25th, 2023

By: Drudys Ledbetter
Name: Drudys Ledbetter