



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR283113  
Original Issued Date: 11/27/2021  
Issued Date: 11/27/2021  
Expiration Date: 11/27/2022

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: B.O.T. REALTY, LLC

Phone Number: 978-503-7040 Email Address: omgdispensaryoffice@gmail.com

Business Address 1: 223 LUNENBURG ST

Business Address 2:

Business City: FITCHBURG Business State: MA

Business Zip Code: 01420

Mailing Address 1: 227 LUNENBURG ST

Mailing Address 2:

Mailing City: FITCHBURG Mailing State: MA

Mailing Zip Code: 01420

## 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: 95

Percentage Of Control: 95

Role: Manager

Other Role:

First Name: SEAN

Last Name: MORRISON

Suffix:

Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 5 Percentage Of Control: 5  
Role: Manager Other Role:  
First Name: ROBERT Last Name: WOTTON Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: SEAN Last Name: MORRISON Suffix:  
Types of Capital: Monetary/ Equity Other Type of Capital: Total Value of the Capital Provided: \$50000 Percentage of Initial Capital: 100  
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: SEAN Last Name: MORRISON Suffix:  
Marijuana Establishment Name: B.O.T. REALTY, LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: FITCHBURG Marijuana Establishment State: MA

Individual 2

First Name: ROBERT Last Name: WOTTON Suffix:  
Marijuana Establishment Name: B.O.T. REALTY, LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: FITCHBURG Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 223 LUNENBURG ST  
Establishment Address 2:  
Establishment City: Fitchburg Establishment Zip Code: 01420  
Approximate square footage of the establishment: 1120 How many abutters does this property have?: 29  
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
Certification of Host Community Agreement	OMG - HGA AGREEMENT .pdf	pdf	5ff52b89b11eae07c3c587f8	01/05/2021
Community Outreach Meeting Documentation	OMG - CLERK STAMPED HCA MEETING pdf.pdf	pdf	5ff52be5e767d307ceee44f2	01/05/2021
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form BOT Fitchburg OMG.pdf	pdf	60c93dd6d50cd9085ba1ffc2	06/15/2021
Community Outreach Meeting Documentation	ATTACHEMNT A .pdf	pdf	60c93de34e2e5a08784e5ca3	06/15/2021
Community Outreach Meeting Documentation	ATTACHMENT B.pdf	pdf	60c93dedc8f270089d7f21eb	06/15/2021
Community Outreach Meeting Documentation	ATTACHMENT C .pdf	pdf	60c93df413c6e40892bb9801	06/15/2021
Community Outreach Meeting Documentation	Community Proof of mailings receipts etc.pdf	pdf	60c940a2af007108a2e9ea9a	06/15/2021
Plan to Remain Compliant with Local Zoning	PLAN LOCAL ZONING - (1) .pdf	pdf	60c941fd13c6e40892bb9805	06/15/2021
Community Outreach Meeting Documentation	B.O.T.-AuthorizedDoc-6.23.21.pdf	pdf	6102a5d3314c7a086de991bc	07/29/2021

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	POSTIVE PLAN - (2).pdf	pdf	60c9007cbffe2308efdd05e9	06/15/2021

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner      Other Role:  
First Name: SEAN      Last Name: MORRISON      Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

Individual Background Information 2

Role: Manager      Other Role:  
First Name: ROBERT      Last Name: WOTTON      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	ARTICLES OF ORG .pdf	pdf	60c91ee83437a808836354c0	06/15/2021
Secretary of Commonwealth - Certificate of Good Standing	CERT GOOD SOS .pdf	pdf	60c92006af007108a2e9ea0e	06/15/2021
Department of Revenue - Certificate of Good standing	OMG - CERT GOOD DOR .pdf	pdf	60c9203ec278b808ca088945	06/15/2021
Bylaws	OPERATING AGREEMENT (2) .pdf	pdf	60c92078479c6808a91caad0	06/15/2021
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Unemployment BOT REALTY.pdf	pdf	60c9445013c6e40892bb980f	06/15/2021

No documents uploaded

Massachusetts Business Identification Number: 205109733

Doing-Business-As Name: OMG

DBA Registration City: Fitchburg

## BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	OMG - Plan for Liability Insurance .pdf	pdf	5ff4e77760fc2607ca6ad872	01/05/2021
Business Plan	OMG - Business Plan .pdf	pdf	5ff4e7cce826e207c07dba2d	01/05/2021
Proposed Timeline	OPERATIONS TIMELINE.pdf	pdf	60676c943a37ef458c0840b2	04/02/2021

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	OMG - Inventory procedures.pdf	pdf	5ff4d1a279776c07d15e7a77	01/05/2021
Prevention of diversion	OMG - Prevention of diversion.pdf	pdf	5ff4d2442027b107e8dc8e90	01/05/2021
Dispensing procedures	DISPENSING PROCEDURES-(2).pdf	pdf	60c93521758e9708e44654b9	06/15/2021
Storage of marijuana	STORAGE PLAN - (2) .pdf	pdf	60c9355124d6cd08a858b556	06/15/2021
Security plan	SECURITY PLAN - (2).pdf	pdf	60c935592f302a08623af35f	06/15/2021
Transportation of marijuana	TRANSPORTATION PLAN-(2) .pdf	pdf	60c9357a5d572808c35c1b8e	06/15/2021
Energy Compliance Plan	Energy Compliance Plan-(1).pdf	pdf	60c935933437a80883635526	06/15/2021
Restricting Access to age 21 and older	RESTRICTING ACCESS- (2).pdf	pdf	60c935aac8f270089d7f21be	06/15/2021
Personnel policies including background checks	PERSONNEL POLICIES - (2).pdf	pdf	60c9367dc69b96086973371e	06/15/2021
Record Keeping procedures	RECORD KEEPING - (2).pdf	pdf	60c9369824d6cd08a858b568	06/15/2021
Maintaining of financial records	MAINTENANCE FINANCIAL RECORDS-	pdf	60c936a7af007108a2e9ea86	06/15/2021

	(2).pdf			
Qualifications and training	QC Training - (2).pdf	pdf	60c936bdc278b808ca0889b7	06/15/2021
Diversity plan	DIVERSITY PLAN - (2) .pdf	pdf	60c936cd1a60f008b01dac0a	06/15/2021
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana - (1) .pdf	pdf	60c936de2f302a08623af371	06/15/2021
Quality control and testing	B.O.T.-QCTesting(3)-7.29.21.pdf	pdf	6102a93fb27f97082de36a1b	07/29/2021

### 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 Understand

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

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: 8:00 PM  
 Saturday From: 10:00 AM      Saturday To: 8:00 PM

Sunday From: 10:00 AM

Sunday To: 8:00 PM

# 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):

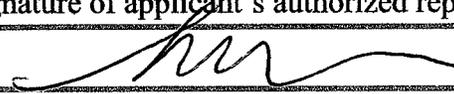
1. Name of applicant:

B.O.T. REALTY LLC

2. Name of applicant's authorized representative:

SEAN MORRISON

3. Signature of applicant's authorized representative:



4. Name of municipality:

FITCHBURG

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

STEPHEN L. DINATALE



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

*Stephen L. Votaw*

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

Mayor@Fitchburgma.gov

8. Host community agreement execution date:

11/5/2020



## NOTIFICATION TO ABUTTERS

In accordance with Massachusetts Application Requirements: 935 CMR 500.101 the 9th paragraph of the Cannabis Control Commission bylaws and the City of Fitchburg, MA Bylaws and regulations, you are hereby notified of a public hearing on the matter described below.

A. An application to open an adult use marijuana retail establishment has been filed with the city of Fitchburg, Massachusetts.

B. The name of the applicant is B.O.T. Realty, LLC.

C. The address of the property where the activity is proposed: 223 Lunenburg St. Fitchburg, MA 01420, formerly the site of Parrot Pizza.

D. The work proposed: To operate an adult use marijuana establishment, in accordance with regulations within the commonwealth of Massachusetts, and the city of Fitchburg, MA.

E. Copies of the Application and supporting documents may be examined by request, at the City Planning Department.

For more information, email B.O.T. Realty, LLC at [www.omgdispensary.com](mailto:www.omgdispensary.com).  
Virtual Zoom meeting link will be available to sign on there also.

F. Copies of supporting documents may be obtained from the applicant by emailing [www.omgdispensary.com](mailto:www.omgdispensary.com).

G. The public hearing will be held virtually on Thursday, January 14<sup>th</sup>, 2021 at 6:30 PM.

Notice of the public hearing, including date, time, and place will be published at least fourteen business days in advance in The Sentinel and Enterprise.

For more information about this application or the Local regulations, contact the City of Fitchburg, open Monday-Friday 8:30AM - 4:30PM at 978-829-1801.

For information about the Massachusetts Cannabis Control Commission Laws, Please contact the Commission. <https://mass-cannabis-control.com/>

If you have any questions, or need further information, please do not hesitate to contact me at 978-503-7040 or email me at [www.omgdispensary.com](mailto:www.omgdispensary.com).

Thank you,

  
Sean Morrison  
B.O.T. Realty, LLC

FITCHBURG CITY CLERK  
2021 DEC 30 PM 1:10

# 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): 1/14/2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication: 12/31/2020
- b. Name of publication: THE SENTINEL AND ENTERPRISE

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: 12/30/2020

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: 12/30/2020

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



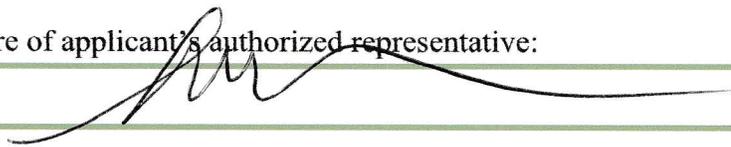
Name of applicant:

B.O.T. REALTY LLC

Name of applicant's authorized representative:

SEAN MORRISON

Signature of applicant's authorized representative:





# "ATTACHMENT B"

## NOTIFICATION TO ABUTTERS

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D. The work proposed: To operate an adult-use marijuana establishment, in accordance with regulations within the commonwealth of Massachusetts, and the city of Fitchburg, MA.

E. Copies of the Application and supporting documents may be examined by request, at the City Planning Department.

For more information, email B.O.T. Realty, LLC at [www.omgdispensary.com](http://www.omgdispensary.com).  
Virtual Zoom meeting link will be available to sign on there also.

F. Copies of supporting documents may be obtained from the applicant by emailing [www.omgdispensary.com](http://www.omgdispensary.com).

G. The public hearing will be held virtually on Thursday, January 14<sup>th</sup>, 2021 at 6:30 PM.

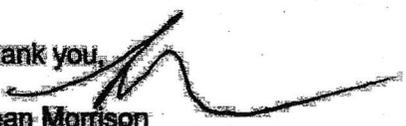
Notice of the public hearing, including date, time, and place will be published at least fourteen business days in advance in The Sentinel and Enterprise.

For more information about this application or the Local regulations, contact the City of Fitchburg, open Monday-Friday 8:30AM - 4:30PM at 978-829-1801.

For information about the Massachusetts Cannabis Control Commission Laws, Please contact the Commission, <https://mass-cannabis-control.com/>

If you have any questions, or need further information, please do not hesitate to contact me at 978-503-7040 or email me at [www.omgdispensary.com](http://www.omgdispensary.com).

Thank you,

  
Sean Morrison  
B.O.T. Realty, LLC

2020 DEC 30 PM 1:10  
FITCHBURG CITY CLERK



ATTACHMENT C

FITCHBURG  
381 MAIN ST STE E  
FITCHBURG, MA 01420-9998  
(800)275-8777

12/30/2020 01:40 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.55
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Fitchburg, MA 01420  
Weight: 0 lb 0.30 oz  
Estimated Delivery Date  
Mon 01/04/2021  
Certified Mail® \$3.55  
Tracking #:

70190700000032724011 ~~X~~ \$4.10

Grand Total: \$4.10

Credit Card Remitted \$4.10

Card Name: MasterCard  
Account #: XXXXXXXXXXXXX2509  
Approval #: 085052  
Transaction #: 297  
AID: A000000041010 Chp  
AL: MASTERCARD  
PIN: Not Required MASTERCARD

\*\*\*\*\*  
USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience and remain committed to delivering the holidays to you.  
\*\*\*\*\*

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit [www.usps.com](http://www.usps.com) USPS Tracking or call 1-800-222-1811.

Preview your Mail  
Track your Packages  
Sign up for FREE @  
[www.informedelivery.com](http://www.informedelivery.com)

NOW HIRING. Please visit  
[www.usps.com/careers](http://www.usps.com/careers) to apply.

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

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



or call 1-800-410-7420.

U.S. Postal Service™  
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Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
Fitchburg, MA 01420

7019 0700 0000 3272 4011

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.10

0420  
2  
Postmark Here  
DEC 30 2020  
12/30/2020

Sent To ROMAN, GLADYS  
Street and Apt. No., or PO Box No. 87 SUMMIT ST  
City, State, ZIP+4® FITCHBURG MA 01420  
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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If you have any questions, or need further information, please do not hesitate to contact me at 978-503-7040 or email me at [www.omgdispensary.com](http://www.omgdispensary.com).

Thank you,

  
Sean Morrison  
B.O.T. Realty, LLC

7019 0700 0000 3272 1926

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Pepperell, MA 01463

**OFFICIAL USE**

Certified Mail Fee	\$3.55	0420
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	07
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	12/30/2020
Total Postage and Fees	\$4.10	

Sent To: Gardner Nancy E. Trustee  
Street and Apt. No., or PO Box No. 39 Lowell Rd #9  
City, State, ZIP+4® Pepperell Ma 01463

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0000 3272 1911

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Pepperell, MA 01463

**OFFICIAL USE**

Certified Mail Fee	\$3.55	0420
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	07
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	12/30/2020
Total Postage and Fees	\$4.10	

Sent To: Gardner Nancy E. Trustee  
Street and Apt. No., or PO Box No. 39 Lowell Rd #9  
City, State, ZIP+4® Pepperell Ma 01463

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0680 0001 5094 4597

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Fitchburg, MA 01420

**OFFICIAL USE**

Certified Mail Fee	\$3.55	0420
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	07
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	12/30/2020
Total Postage and Fees	\$4.10	

Sent To: Kevin Dufour trustee INGDW  
Street and Apt. No., or PO Box No. 65 John Fitch Hwy  
City, State, ZIP+4® Fitchburg Ma 01420

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0680 0001 5094 4601

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Fitchburg, MA 01420

**OFFICIAL USE**

Certified Mail Fee	\$3.55	0420
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	07
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	12/30/2020
Total Postage and Fees	\$4.10	

Sent To: Ingeni Valery A (TE)  
Street and Apt. No., or PO Box No. 13 Fulton St  
City, State, ZIP+4® Fitchburg Ma 01420

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0680 0001 5094 4610

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South Boston, MA 02375

**OFFICIAL USE**

Certified Mail Fee	\$3.55	0420
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	07
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	12/30/2020
Total Postage and Fees	\$4.10	

Sent To: Jefal Fitchburg LITHELP  
Street and Apt. No., or PO Box No.

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FITCHBURG MA 01420  
**OFFICIAL USE**

Certified Mail Fee \$3.55 0420  
 Extra Services & Fees (check box, add fee as appropriate) \$0.00  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00  
 Postage \$0.55  
 Total Postage and Fees \$4.10



Sent To *Isenberg Realty LLC*  
 Street and Apt. No. or PO Box No. *205 Summit St*  
 City, State, ZIP+4® *Fitchburg Ma, 01420*  
 PS Form 3800, April 2011, PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0000 3272 1935

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PSN 7530-02-000-9047  
**OFFICIAL USE**

Certified Mail Fee \$3.55 0420  
 Extra Services & Fees (check box, add fee as appropriate) \$0.00  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00  
 Postage \$0.55  
 Total Postage and Fees \$4.10



Sent To *Beasley Morris & Associates*  
 Street and Apt. No. or PO Box No. *130 Center St*  
 City, State, ZIP+4® *Fitchburg Ma, 01420*  
 PS Form 3800, April 2015, PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0000 3272 1881

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FITCHBURG MA 01420  
**OFFICIAL USE**

Certified Mail Fee \$3.55 0420  
 Extra Services & Fees (check box, add fee as appropriate) \$0.00  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00  
 Postage \$0.55  
 Total Postage and Fees \$4.10



Sent To *Chen Miss Pro (IT)*  
 Street and Apt. No. or PO Box No. *205 Fitchburg St*  
 City, State, ZIP+4® *Fitchburg Ma, 01420*  
 PS Form 3800, April 2015, PSN 7530-02-000-9047 See Reverse for Instructions

7018 0680 0001 5094 4641

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PSN 7530-02-000-9047  
**OFFICIAL USE**

Certified Mail Fee \$3.55 0420  
 Extra Services & Fees (check box, add fee as appropriate) \$0.00  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00  
 Postage \$0.55  
 Total Postage and Fees \$4.10



Sent To *A.L. Prime Energy Consult*  
 Street and Apt. No. or PO Box No. *18 Park Avenue*  
 City, State, ZIP+4® *Savus, Ma, 01920*  
 PS Form 3800, April 2015, PSN 7530-02-000-9047 See Reverse for Instructions

7018 0680 0001 5094 4634

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PSN 7530-02-000-9047  
**OFFICIAL USE**

Certified Mail Fee \$3.55 0420  
 Extra Services & Fees (check box, add fee as appropriate) \$0.00  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00  
 Postage \$0.55  
 Total Postage and Fees \$4.10



Sent To *Morgan Realty Inc*  
 Street and Apt. No. or PO Box No. *205 Linden St*  
 City, State, ZIP+4® *Fitchburg Ma, 01503*

7018 0680 0001 5094 4627

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FITCHBURG MA 01420  
**OFFICIAL USE**

Certified Mail Fee \$3.55 0420  
 Extra Services & Fees (check box, add fee as appropriate) \$0.00  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00  
 Postage \$0.55  
 Total Postage and Fees \$4.10



Sent To *Aldrich Real Estate Inc*  
 Street and Apt. No. or PO Box No. *205 Lumburg St*  
 City, State, ZIP+4® *Fitchburg Ma, 01420*  
 PS Form 3800, April 2015, PSN 7530-02-000-9047 See Reverse for Instructions

7018 0680 0001 5094 4658

7019 0700 0000 3272 1997

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

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Fitchburg, MA 01420

## OFFICIAL USE

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>



Sent To Kevin Dufow trustee  
 Street and Apt. No., or PO Box No. 259 John Fitch Hwy  
 City, State, ZIP+4® Fitchburg Ma, 01420

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

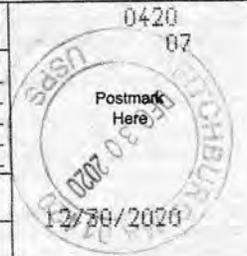
7019 0700 0000 3272 1966

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

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Fitchburg, MA 01420

## OFFICIAL USE

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>



Sent To Fernandez, Santiago  
 Street and Apt. No., or PO Box No. 19 Garland St  
 City, State, ZIP+4® Fitchburg Ma, 01420

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

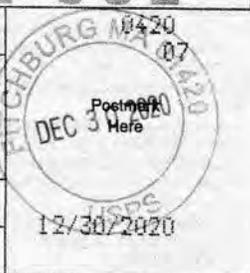
7019 0700 0000 3272 1980

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).  
Fitchburg, MA 01420

## OFFICIAL USE

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>



Sent To Dufresne Realty trust  
 Street and Apt. No., or PO Box No. 201 Lunenburg St  
 City, State, ZIP+4® Fitchburg Ma, 01420

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

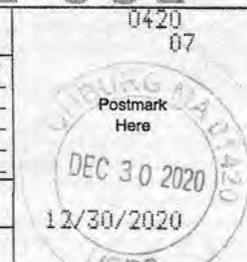
7019 0700 0000 3272 1959

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).  
Fitchburg, MA 01420

## OFFICIAL USE

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>



Sent To Five One Eight LLC  
 Street and Apt. No., or PO Box No. 236 Lunenburg St  
 City, State, ZIP+4® Fitchburg Ma, 01420

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0000 3272 1973

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

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Fitchburg, MA 01420

## OFFICIAL USE

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>



Sent To Dufresne, Edward R. Jr  
 Street and Apt. No., or PO Box No. 201 Lunenburg St  
 City, State, ZIP+4® Fitchburg

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

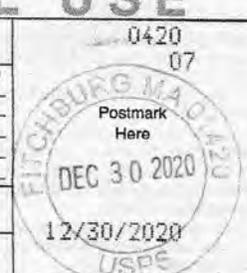
7019 0700 0000 3272 1942

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

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Fitchburg, MA 01420

## OFFICIAL USE

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>



Sent To Francis Douglas (TE)  
 Street and Apt. No., or PO Box No. 87 Summit St  
 City, State, ZIP+4® Fitchburg

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Asbury Park NJ 07430  
**OFFICIAL USE**

Certified Mail Fee \$3.55 \$0.00  
 Extra Services & Fees (check box, add fee \$ per package)  
 Return Receipt (hardcopy) \$ \$1.00  
 Return Receipt (electronic) \$ \$1.00  
 Certified Mail Restricted Delivery \$ \$1.00  
 Adult Signature Required \$ \$0.00  
 Adult Signature Restricted Delivery \$ \$0.00  
 Postage \$0.55  
 Total Postage and Fees \$4.10



7018 0680 0001 5094 4689

Sent to **STANLEY CORNELIUS G.**  
 Street and Apt. No., or PO Box No.  
**ROSEMARY LANE**  
 City, State, ZIP+4®  
**ASHRUVILHAM MA 01430**  
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Asbury Park NJ 07430  
**OFFICIAL USE**

Certified Mail Fee \$3.55 \$0.00  
 Extra Services & Fees (check box, add fee \$ per package)  
 Return Receipt (hardcopy) \$ \$1.00  
 Return Receipt (electronic) \$ \$1.00  
 Certified Mail Restricted Delivery \$ \$1.00  
 Adult Signature Required \$ \$0.00  
 Adult Signature Restricted Delivery \$ \$0.00  
 Postage \$0.55  
 Total Postage and Fees \$4.10



7018 0680 0001 5094 4696

Sent to **STANLEY CORNELIUS G.**  
 Street and Apt. No., or PO Box No.  
**ROSEMARY LANE**  
 City, State, ZIP+4®  
**ASHRUVILHAM MA 01430**  
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Asbury Park NJ 07430  
**OFFICIAL USE**

Certified Mail Fee \$3.55 \$0.00  
 Extra Services & Fees (check box, add fee \$ per package)  
 Return Receipt (hardcopy) \$ \$1.00  
 Return Receipt (electronic) \$ \$1.00  
 Certified Mail Restricted Delivery \$ \$1.00  
 Adult Signature Required \$ \$0.00  
 Adult Signature Restricted Delivery \$ \$0.00  
 Postage \$0.55  
 Total Postage and Fees \$4.10



7018 0680 0001 5094 4702

Sent to **STANLEY JOSEPH C.**  
 Street and Apt. No., or PO Box No.  
**ROSEMARY LANE**  
 City, State, ZIP+4®  
**ASHRUVILHAM MA 01430**  
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Asbury Park NJ 07430  
**OFFICIAL USE**

Certified Mail Fee \$3.55 \$0.00  
 Extra Services & Fees (check box, add fee \$ per package)  
 Return Receipt (hardcopy) \$ \$1.00  
 Return Receipt (electronic) \$ \$1.00  
 Certified Mail Restricted Delivery \$ \$1.00  
 Adult Signature Required \$ \$0.00  
 Adult Signature Restricted Delivery \$ \$0.00  
 Postage \$0.55  
 Total Postage and Fees \$4.10



7018 0680 0001 5094 4719

Sent to **STANLEY TRACY A.**  
 Street and Apt. No., or PO Box No.  
**ROSEMARY LANE**  
 City, State, ZIP+4®  
**ASHRUVILHAM MA 01430**  
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Asbury Park NJ 07430  
**OFFICIAL USE**

Certified Mail Fee \$3.55 \$0.00  
 Extra Services & Fees (check box, add fee \$ per package)  
 Return Receipt (hardcopy) \$ \$1.00  
 Return Receipt (electronic) \$ \$1.00  
 Certified Mail Restricted Delivery \$ \$1.00  
 Adult Signature Required \$ \$0.00  
 Adult Signature Restricted Delivery \$ \$0.00  
 Postage \$0.55  
 Total Postage and Fees \$4.10



7018 0680 0001 5094 4672

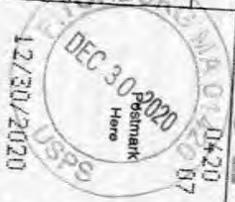
Sent to **STANLEY SAIS DE LOS**  
 Street and Apt. No., or PO Box No.  
**ITINWOOD ST**  
 City, State, ZIP+4®  
**IT HARRG MA 01430**  
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Asbury Park NJ 07430  
**OFFICIAL USE**

Certified Mail Fee \$3.55 \$0.00  
 Extra Services & Fees (check box, add fee \$ per package)  
 Return Receipt (hardcopy) \$ \$1.00  
 Return Receipt (electronic) \$ \$1.00  
 Certified Mail Restricted Delivery \$ \$1.00  
 Adult Signature Required \$ \$0.00  
 Adult Signature Restricted Delivery \$ \$0.00  
 Postage \$0.55  
 Total Postage and Fees \$4.10



7018 0680 0001 5094 4665

Sent to **RIVARD SHELDON J.**  
 Street and Apt. No., or PO Box No.  
**ITINWOOD ST**  
 City, State, ZIP+4®  
**IT HARRG MA 01430**  
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
Saugus, MA 01906

Certified Mail Fee \$3.55  
\$  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00



Postage \$0.55  
\$  
Total Postage and Fees \$4.10  
\$

Sent To **AL PRIME ENERGY**  
Street and Apt. No., or PO Box No. **18 LARK AVE**  
City, State, ZIP+4® **SAUGUS MA 01906**

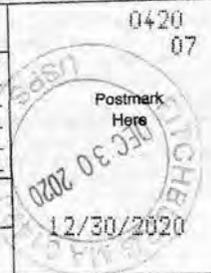
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0680 0001 5094 4740

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
Dracut, MA 01826

Certified Mail Fee \$3.55  
\$  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00



Postage \$0.55  
\$  
Total Postage and Fees \$4.10  
\$

Sent To **DANUS REALTY LLC**  
Street and Apt. No., or PO Box No. **13 REGENCY DR.**  
City, State, ZIP+4® **DRACUT, MA 01826**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
Lunenburg, MA 01462

Certified Mail Fee \$3.55  
\$  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00



Postage \$0.55  
\$  
Total Postage and Fees \$4.10  
\$

Sent To **CORMIER, JOHN**  
Street and Apt. No., or PO Box No. **244 MASSACHUSETTS AVE**  
City, State, ZIP+4® **LUNENBURG MA 01462**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0680 0001 5094 4733

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
Fitchburg, MA 01420

Certified Mail Fee \$3.55  
\$  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00



Postage \$0.55  
\$  
Total Postage and Fees \$4.10  
\$

Sent To **ALDRICH REAL ESTATE INC**  
Street and Apt. No., or PO Box No. **209 LUNENBURG ST**  
City, State, ZIP+4® **FITCHBURG MA 01420**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
Fitchburg, MA 01420

Certified Mail Fee \$3.55  
\$  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00



Postage \$0.55  
\$  
Total Postage and Fees \$4.10  
\$

Sent To **CORTES MAIRIM J**  
Street and Apt. No., or PO Box No. **81 SUMMIT ST**  
City, State, ZIP+4® **FITCHBURG MA 01420**

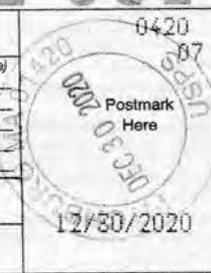
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0680 0001 5094 4725

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Fitchburg, MA 01420

Certified Mail Fee \$3.55  
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Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$0.00  
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 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00



Postage \$0.55  
\$  
Total Postage and Fees \$4.10  
\$

Sent To **ALDRICH REAL ESTATE INC**  
Street and Apt. No., or PO Box No. **209 LUNENBURG ST**  
City, State, ZIP+4® **FITCHBURG MA 01420**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

## **Local Zoning**

B.O.T, will remain compliant at all times with the local zoning requirements set forth in the Zoning Ordinance. In accordance with City of Fitchburg Zoning Ordinance CHAPTER 181 – Table of Principal Use Regulations, B.O.T’s proposed Marijuana Retailer facility is located in the Zoning District designated for Marijuana Retailer facilities by Special Permit. B.O.T was awarded a Special Permit and Major Site Plan Review approval.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12.

B.O.T has executed a Host Community Agreement with Fitchburg. B.O.T will continue to work cooperatively with various municipal departments, boards, and officials to ensure that B.O.T’s Marijuana Retailer facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Date June, 23,2021

To whom it may concern

The applicant B.O.T Realty, LLC, held a Community Outreach meeting virtually on January 14, 2021. Prior to the meeting the applicant provided instructions on how to join and participate in the meeting. This information was also posted on a publicly accessible website. All meeting materials were posted 24 hours in advance of the meeting being held. The meeting was held virtual with one person in attendance, Mike O'Hare, Principal Planner at the department of Community Development for the City of Fitchburg.

Thank you



Christine Gerety

Contracting Authority for B.O.T Realty LLC

## B.O.T. RETAIL POSITIVE IMPACT PLAN:

Within the goal of inclusion of under-represented groups in the Industry, B.O.T. Retail has developed a plan for how it will positively impact communities disproportionately impacted by high rates of arrest and incarceration for drug offences. B.O.T. 's focus will be to implement programs that will reduce barriers to entry in the commercial adult-use cannabis industry, provide mentoring and professional services for affected individuals from neighboring areas of disproportionate impact as defined by the Commission and promote sustainable, socially and economically reparative practices in the cannabis industry in Massachusetts.

## B.O.T. RETAIL POSITIVE IMPACT GOALS:

B.O.T. 's Positive Impact Plan will target past or present residents of the geographic areas of disproportionate impact as defined by the Commission. B.O.T. values its neighboring communities and will target the disproportionately impacted areas of Walpole and Mansfield, specifically past and present residents directly or indirectly affected by disproportionate incarceration for drug offences. These communities are within 30 minutes of B.O.T. 's Retail Facility located in Fitchburg. B.O.T. intends to directly affect 50-100 individuals annually through a combination of direct employment at the Company's Facility, its developed mentorship programs and seminars on criminal record expungement.

## B.O.T. RETAIL POSITIVE IMPACT PROGRAMS:

### **Workforce Diversity and Inclusion:**

In alignment with the goals and intentions of B.O.T. 's Diversity Plan, the first goal of its Positive Impact Plan will seek to reduce barriers to entry in the commercial adult-use cannabis industry by expanding its diversity recruiting efforts and targeting these specific communities. B.O.T. 's Retail Facility will hire a total of 25 full time equivalent employees for the operation of its facility. It is the Company goal to hire 20% of its workforce from disproportionately impacted areas as defined by the Commission. To reach this goal, the company will focus a large portion of its recruiting efforts in Walpole, advertising in local newspapers the Sentinel Enterprise, Wicked Local, Hometown Weekly. Advertising on social media platform such as LinkedIn. Example: The applicant shall post monthly advertisements in the local newspaper, specifically looking for Massachusetts residents who have past drug convictions for employment. Hosting annual job fairs and annual advertising locally.

Once provisionally licensed, B.O.T. will begin its recruiting and hiring processes. 90 days before receiving the facility's Certificate of Occupancy B.O.T. will begin advertising available positions with the hiring/interviewing process beginning 30 days prior to receiving the Certificate of Occupancy.

## MENTORSHIP AND TRAINING PROGRAMS:

B.O.T. has developed several outreach job skills training programs that will be hosted by the Company once per quarter, or four times annually. B.O.T. understands that sometimes companies are hesitant to hire an individual with a criminal record which creates a challenging, and often difficult, job search for an ex-offender. B.O.T. 's mentorship programs will help ex-offenders prepare for interviews, as well as provide resources, training, and recommendations to individuals and companies who believe people are entitled to a second chance. The intention of these programs is to assist the disproportionately impacted members directly affected by incarceration of Walpole and Mansfield gain the necessary soft skills to obtain employment and

prepare them to be job ready. To many employers, these skills are just as or more important than work related skills. They are good indicators of how successful a prospective employee will be on the job. These modules will include topics such as resume writing, cover letters, interviewing, how to search for jobs and networking B.O.T. intends to have its mentorship and training programs will be advertised 90 days prior to its facility receiving its Certificate of Occupancy with the first mentorship training course occurring approximately 60 days prior. The first 4 mentorship classes that B.O.T. will offer will be:

1. Resume Writing
2. Interviewing Skills
3. Job prospecting- where to find opportunities and listings
4. Individual SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis- and how to market one's skills to a potential employer.

#### CRIMINAL RECORD EXPUNGEMENT SEMINAR:

B.O.T. understands that a criminal record can create difficult consequences for an individual. Employers and landlords commonly ask job applicants and rental applicants whether they have ever been convicted of a criminal offense. With the assistance of B.O.T.'s legal team, the Company will conduct at minimum one seminar annually targeting affected present and past residents of Walpole and Mansfield and any other member of a disproportionately impacted area to participate in a free seminar on the process of having a criminal record expunged. These seminars will detail general expungement information, record clearing basics and information specific to the process in the State of Massachusetts.

#### POSITIVE IMPACT PLAN MEASUREMENTS:

In order to effectively track the success of its Positive Impact Programs, B.O.T. will implement Program Tracking and Measurements metrics that will be analyzed every six months. These metrics will include both quantitative and qualitative data analysis.

##### Quantitative Metric Analysis:

1. The number of total positions created and filled by the company within the first year of licensed operation.
2. The number of past and present residents of disproportionately impacted areas who were hired.
3. The number of past and present residents of disproportionately impacted areas who were retained.
4. The number of past and present residents of disproportionately impacted areas who were promoted.
5. The number of participants from disproportionately impacted areas that attended B.O.T.'s Mentorship and Training Programs.
6. The number of participants from disproportionately impacted areas that attended B.O.T.'s Criminal Record Expungement Seminars.

##### Qualitative Metric Analysis:

1. Employee/Management teamwork analysis.
3. Employee Retention Analysis.
4. Reception of Mentorship and Training topics.
5. Reception of the Criminal Record Expungement Seminar.

Through a cross analysis of both the quantitative and qualitative metrics, B.O.T. Retail will

determine its Positive Impact Program efficacy and make adjustments to ensure that minimum goals are attained and preferably exceeded. All progress and success of B.O.T. will be documented one year from provisional licensure, and each year thereafter. All the advertising, branding market and sponsorship practices of B.O.T. , will adhere to the requirements set forth in 935.CMR 500.105 (4). All programs implemented by B.O.T. will not violate the Commission's regulation with the respects to limitations on ownerships or control or other applicable State laws. B.O.T will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth  
 One Ashburton Place, Boston, Massachusetts 02108-1512  
 Telephone: (617) 727-9640

**Certificate of Organization**

(General Laws, Chapter )

**Federal Employer Identification Number:** 000878299 (must be 9 digits)

**1. The exact name of the limited liability company is:** B.O.T. REALTY, LLC

**2. Location of its principal office is:**

No. and Street: 55 POTATO HILL ROAD  
 City or Town: WESTMINSTER State: MA Zip: 01473 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:**

BUY, SELL AND HOLD TITLE TO REAL ESTATE AND/OR BUY, SELL AND HOLD TITLE TO PERSONAL PROPERTY, AND ANY OTHER LAWFUL PURPOSE FOR WHICH AN LLC MAY BE USED.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent is:**

Name: SEAN MORRISON  
 No. and Street: 55 POTATO HILL ROAD  
 City or Town: WESTMINSTER State: MA Zip: 01473 Country: USA

**6. The name and business address of each manager:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JUSTINE MORRISON	53 POTATO HILL ROAD WESTMINSTER, MA 01473 USA
MANAGER	SEAN MORRISON	53 POTATO HILL ROAD WESTMINSTER, MA 01473 USA

**7. The name and business address of the person in addition to the manager, who is 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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	SEAN MORRISON	53 POTATO HILL ROAD WESTMINSTER, MA 01473 USA
REAL PROPERTY	JUSTINE MORRISON	53 POTATO HILL ROAD WESTMINSTER, MA 01473 USA

**9. Any additional matters the authorized persons determine to include therein:**

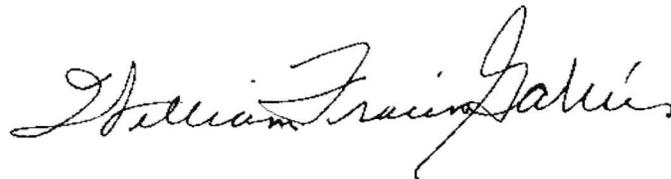
**SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of November, 2004,  
SEAN MORRISON AND JUSTINE MORRISON**

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

THE COMMONWEALTH OF MASSACHUSETTS

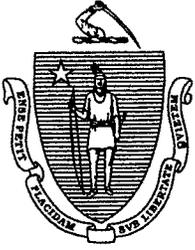
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:  
November 03, 2004 2:58 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

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

December 18, 2020

TO WHOM IT MAY CONCERN:

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

**B.O.T. REALTY, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 3, 2004**.

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: **SEAN R MORRISON**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **SEAN R MORRISON**

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



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



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1624303936  
Notice Date: December 22, 2020  
Case ID: 0-001-060-175



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



B.O.T. REALTY LLC  
227 LUNENBURG ST  
FITCHBURG MA 01420-4564



### *Why did I receive this notice?*

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

OPERATING AGREEMENT OF  
B.O.T. REALTY, LLC

THIS OPERATING AGREEMENT is made effective as of March 31, 2021 (the "Effective Date"), by and among B.O.T. REALTY, LLC, a Massachusetts limited liability company (the "Company"), and the Members identified on Schedule A attached hereto, as the same may be amended, supplemented or restated from time to time in accordance with the terms hereof (collectively referred to as the "Members," and individually as a "Member").

RECITALS

The Company is a Massachusetts limited liability company formed pursuant to the Massachusetts Limited Liability Company Act, G.L. c. 156C, §§ 1 et seq., as the same may be hereafter amended from time to time (the "Act"). The parties intend by this Agreement to define their rights and obligations with respect to the Company's governance and financial affairs and to adopt regulations and procedures for the conduct of the Company's activities. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing this Agreement hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms.

ARTICLE I

FORMATION OF LIMITED LIABILITY COMPANY,  
NAME AND PRINCIPAL PLACE OF BUSINESS: TERM

1.01 Formation. The Company was formed on November 3, 2004 as a limited liability company pursuant to the Act by the filing of a Certificate of Organization with the Secretary of the Commonwealth of Massachusetts (the "Secretary of the Commonwealth").

1.02 Name. The name of the company is B.O.T. REALTY, LLC. The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Members deem appropriate or advisable. The Members shall file, or cause to be filed, any necessary amendments to the Certificate of Organization, and any fictitious name certificates, foreign state registrations and similar filings, and any amendments to any thereof, that the Members deem necessary, appropriate or advisable.

1.03 Business Addresses. The principal business address of the Company shall be 227 Lunenburg Street, Fitchburg, MA 01420. The name and address of the resident agent for service of process on the Company in the Commonwealth of Massachusetts is Sean Morrison at 227 Lunenburg Street, Fitchburg, MA 01420. The Company may maintain such additional offices at such other places as the Members may hereafter determine. The business address and the resident agent may be changed by the Members from time to time upon compliance with the procedures required by the Act.

1.04 Term. The term of the Company shall commence on the date of the filing for record of the Company's Certificate of Organization in the office of the Secretary of the Commonwealth, and shall continue in perpetuity, unless the Company shall be sooner terminated as provided in Section 9.01.

## ARTICLE II DEFINITIONS

Wherever used in this Agreement, unless the context clearly indicates otherwise, the following words shall have the meanings indicated:

"Affiliate" or "Affiliated Person" means any (i) Member, (ii) member of the immediate family of any Member, (iii) legal representative, successor or assignee of any Person referred to in the preceding clauses (i) and (ii), (iv) trustee of a trust for the benefit of any Person referred to in the preceding clauses (i) and (ii), (v) entity of which a majority of the voting interests is owned by any one or more of the Persons referred to in the preceding clauses (i) through (iv), (vi) Person who owns fifteen percent (15%) or more of the common stock of any corporate Member, or (vii) Person who is a stockholder (fifteen percent (15%) or more) or partner of any Entity or Person referred to in the preceding clauses (i), (iii), (v) and (vi).

"Agreement" means this Operating Agreement, as the same may be amended, supplemented or restated from time to time.

"Capital Account" means, with respect to each Member, the record of the effect of such Member's Capital Contribution and of each item of income, gain, loss or deduction or cash distribution allocated to such Member in accordance with the terms hereof. Each Member's Capital Account shall be maintained as set forth in Section 5.02 hereof.

"Capital Contributions" means, with respect to any Member, the total amount of money and the initial fair market value of any property (other than money) contributed to the Company by such Member.

"Code" means the Internal Revenue Code of 1986, as amended.

"Entity" means an association, relationship or artificial person, through or by means of which an enterprise or activity may be lawfully conducted, including, without limitation, a partnership, trust, limited liability company, corporation, joint venture, cooperative or association.

"Fiscal Year" means the fiscal year of the Company, which shall be a calendar year ending on December 31 of each year.

"Member" or "Members" means the Member(s) listed on Schedule A attached to this Agreement, and any Person admitted as a Member of the Company pursuant to the terms hereof.

"Membership Interest" means, with respect to any Member, all of such Member's right, title and interest in and to the Company.

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"Non-Selling Members" has the meaning set forth in Section 8.07.A.

"Percentage Interest" means, with respect to any holder of a Membership Interest, the amount set forth opposite such Member's name on Schedule A attached hereto, as the same may be amended from time to time in accordance with the terms hereof.

"Person" means a natural person or an Entity.

"Offer Notice" has the meaning set forth in Section 8.07.A.

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Member" has the meaning set forth in Section 8.07.A.

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way (whether voluntarily, involuntarily or by operation of law) as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from, liquidation and dissolution.

"Treasury Regulations" means the income tax regulations (final, temporary and, as applicable, proposed) promulgated from time to time under the Code. References to specific sections of the Treasury Regulations shall be to such sections as amended, supplemented or superseded by Treasury Regulations currently in effect.

### ARTICLE III PURPOSES, NATURE OF BUSINESS AND AUTHORIZED ACTS

3.01 Purposes. The Company was formed for the purposes of, and the nature of the business to be conducted by the Company is, own retail operations, and to engage in any other lawful activity for which limited liability companies may be organized under the Act. The Company is authorized to perform all acts necessary, convenient or incidental to the effectuation of its purposes.

### ARTICLE IV MEMBERS AND THEIR CONTRIBUTIONS

4.01 Members. The Members of the Company shall be those Persons identified on "Schedule A" hereto unless and until any additional or substitute Members are admitted pursuant to the provisions of this Agreement.

4.02 Initial Capital Contributions. The Members have contributed capital, property and/or services to the Company. In exchange for such contributions, the Members were issued the Percentage Interest set forth opposite such Member's name on Schedule A hereto.

4.03 Additional Capital Contributions. The Members may authorize additional Capital Contributions at such times and on such terms and conditions as they determine to be in the best interest of the Company, but no Member shall be obligated to make any additional capital contributions. The Members shall give each other written notice of the request to contribute additional capital, which notice will specify the amount the Member is required to contribute and establish a due date that is not less than ten (10) days after the date of the notice. If all Members elect to make additional Capital Contributions to the Company, the Members will make such Capital Contributions in proportion to their respective Percentage Interest, in immediately available funds on or before the due date specified in the notice.

4.04 Additional Members. Additional Members may only be admitted with the approval of all Members. All additional Members shall execute and acknowledge a counterpart of this Agreement, or shall otherwise evidence in writing their agreement to be bound by the terms hereof in such manner as the Members shall determine.

4.05 Liability of Members. No Member shall be liable for the obligations of the Company solely by reason of being a Member. No Member shall be required to make any contributions to the capital of the Company other than as provided in this Article IV.

4.06 Obligations Enforceable Only By the Company. No Capital Contribution or option to make an additional Capital Contribution may be enforced by a creditor of the Company or other person other than the Company unless a Member expressly consents in writing to such enforcement or to the assignment of the obligation to such creditor.

ARTICLE V  
ALLOCATION OF PROFITS AND LOSSES:  
MAINTENANCE OF CAPITAL ACCOUNTS

5.01 Allocation Among Members.

A. All items of income, gain, deduction and loss of the Company as determined for federal income tax purposes shall be allocated among the Members, and shall be credited or debited to their respective Capital Accounts in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv), so as to ensure to the maximum extent possible that such allocations satisfy the economic effect equivalence test of Treasury Regulation Section 1.704-1(b)(2)(ii)(I). In accordance therewith, all items that can have economic effect shall be allocated in such a manner that the balance of each Member's Capital Account at the end of any taxable year of the Company (increased by the sum of (1) such Member's "share of partnership minimum gain" as defined in Treasury Regulation Section 1.704-2(g)(1) plus (2) such Member's "share of partner nonrecourse debt minimum gain" as defined in Treasury Regulation Section 1.704-2(i)(5)) would be

positive in the amount of cash that such Member would receive if the Company sold all of its assets for an amount of cash equal to the book value (as determined pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(g)) of such assets (reduced, but not below zero, by the amount of nonrecourse debt to which property is subject) and all of

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the cash of the Company remaining after payment of all liabilities (other than nonrecourse liabilities) of the Company were distributed in liquidation of the Company immediately following the end of such taxable year pursuant to Section 9.02 hereof. All items of income, gain, deduction and loss that cannot have economic effect (including nonrecourse deductions) shall be allocated in accordance with the Members' interests in the Company, which, unless otherwise required by Code Section 704(b) and the Treasury Regulations thereunder, shall be allocated to the Members in proportion to their respective Percentage Interests.

B. Items of income, gain, deduction and loss for purposes of determining the Members' Capital Accounts (that is, for "book purposes") shall be determined in accordance with the same principles as such items are determined for reporting such items on the Company's federal income tax return. All items of income, gain, deduction, loss or credit for tax purposes shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in such items for book purposes.

Notwithstanding the foregoing, if the book value of property differs from its tax basis, then, for the purposes of this Agreement, all terminations of income, gain, deduction and loss for tax purposes shall be determined with respect to such book value in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

C. In accordance with Code Section 704© and the Treasury Regulations thereunder, items of depreciation, amortization, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial book value, such allocation to be made by the Members in their discretion in accordance with any method permitted by the applicable Treasury Regulations.

D. Loans to the Company by any Member shall not be considered Capital Contributions. A Member shall not be entitled to demand the return of, or to withdraw, any part of their Capital Contribution or their Capital Account, or to receive any distribution, except as provided in this Agreement. No Member shall be liable for the return of the Capital Contributions of any other Member or the payment of interest thereon.

5.02 Capital Accounts. The Company shall establish a separate Capital Account for each Member and shall maintain such Capital Account in accordance with applicable Treasury Regulations under Code Section 704(b).

5.03 Section 754 Election. Appropriate adjustments shall be made in the allocations to the Members under this Article V in order to reflect adjustments in the basis of Company property permitted pursuant to an election made by the Members under Section 754 of the Code. The Company will make the basis adjustments and calculate depreciation

deductions in accordance with such adjustments only for those transferees who supply information to the Members that enables the Members to determine when, and at what price, the transferee acquired its interest.

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5.04 Income Tax Consequences. The Members intend for the Company to be considered a partnership for federal income tax purposes for so long as it has more than one Member and agree that the Company will be governed by the provisions of Subchapter K of the Code and the applicable Treasury Regulations promulgated thereunder for so long as it has more than one Member. The Members are aware of the income tax consequences of the allocations made by this Article V, and hereby are to be bound by the provisions of this Article V, in reporting their shares of Company income and loss for income tax purposes.

5.05 Adjustments for Distributions in Kind. If at any time the Company distributes property in kind, it will adjust the Members' Capital Account to account for any profit or loss the Company would have realized had it sold the property at fair market value and distributed the sales proceeds.

## ARTICLE VI DISTRIBUTIONS

6.01 General Policies. Distributions may be made in cash or in kind, and at such time or times, in each case as the Members shall determine in accordance with Article VII. The Members may retain such amounts of cash and other property in the Company and create such reserves as they deem necessary and appropriate to meet prior and reasonably anticipated expenses of the Company.

6.02 Distributions Other than Cash. No Member shall have any right to demand or receive property other than cash, in respect of any part of his contribution to the capital of the Company or a share of the Company's profits or any distribution. A Member shall have a right to distributions of cash, including the return of such Member's Capital Contribution, only in the circumstances set forth herein.

6.03 Distributions to be Pro Rata. Except as specifically provided herein, or required by the terms of this Agreement, all distributions shall be made pro rata among the Members in accordance with each Member's Percentage Interest.

## ARTICLE VII MANAGEMENT OF THE COMPANY; RIGHTS, POWERS, DUTIES AND OBLIGATIONS OF THE MEMBERS

7.01 Management by the Members.

Authority of the Members. The business and affairs of the Company shall be managed by the Members. The Members shall have and be subject to all duties and liabilities, and shall have all of the authority with respect to the business and affairs of the Company,

that the Members have under the Act and this Agreement.

Without limiting the foregoing, the Members for and in the name and on behalf of the Company, are hereby authorized to:

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- (i) execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the development, financing, management, maintenance, operation and disposition of the Company's assets;
- (ii) borrow money from themselves or others and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purpose of the Company;
- (iii) enter into agreements to employ agents, attorneys, accountants, engineers, appraisers, or other consultants or contractors who may be affiliated Persons of, or affiliated with, the Members and may enter into agreements to employ the Members or their Affiliated Persons to provide management services to the Company provided that any employment of such Persons is on terms not less favorable to the Company than those offered by unaffiliated persons for comparable services as determined by the Members in their reasonable judgment;
- (iv) pay out of Company funds any and all fees and make any and all expenditures which the Members, in their discretion, deem necessary or appropriate in connection with the organization of the Company, the management of the affairs of the Company, and the carrying out of their obligations and responsibilities under this Agreement;
- (v) do anything, which the Members deem necessary or appropriate for the protection and preservation of the Company's assets;
- (vi) except as otherwise directed by a Tax Matters Partner if one shall be appointed by the Members as provided in Section 14.01, with respect to those matters within the powers of the Tax Matters Partner, to make and revoke any election permitted to the Company by any taxing authority in such manner as the Members decide, and to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of the Company, unless the same are contested by the Tax Matters Partner, which the Tax Matters Partner is hereby expressly authorized to do, provided that the Tax Matters Partner shall report periodically to the Members of the Company and a majority vote of the Members shall be required to settle any tax litigation involving the Company; and
- (vii) engage in any kind of activity and perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, as may be lawfully

carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts and in each state where the Company is then formed, has qualified or is doing business.

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7.02 Apparent Authority. Any person dealing with the Company may always rely on a certificate signed by the Members:

- (A) as to the identity of the Members hereunder;
- (B) as to the existence or nonexistence of any fact or facts, which constitute conditions precedent to acts by the Members or are in any other manner germane to the affairs of this Company;
- (C) as to who is authorized to execute and deliver any instrument or document of the Company;
- (D) as to the authenticity of any copy of this Agreement and amendments thereto; or
- (E) as to any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member.

7.03 Reimbursement. The Members shall be entitled to reimbursement from Company funds for all reasonable expenses incurred on behalf of the Company.

7.04 Books and Records. The Company shall keep at its principal place of business in the Commonwealth of Massachusetts, 227 Lunenburg Street, Fitchburg, MA 01420, and shall permit any Member to inspect and copy at such Member's own expense, upon reasonable request, during ordinary business hours, the records required by the Act and such other records as are pertinent to the Company's business operations.

7.05 Accounting Information. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles.

7.06 Reports. The Members shall deliver as soon as practicable, but in no event later than ninety (90) days after the end of each Fiscal Year of the Company, such information as shall be necessary for the preparation by such Member of a federal income tax return, and state income or other tax returns with regard to jurisdictions in which the Company owns property or conducts business. Such information shall include computation of the distributions to such Member and the allocation to such Member of the profits or losses, as the case may be, during such Fiscal Year.

7.07 Noncompetition; Other Activities. Except as specifically restricted or prohibited by any separate written agreement between the Company and any Member, any Member may engage in any business of any nature independently or with others, and neither the Company nor the other Members shall have any rights with respect to any such other ventures.

ARTICLE VIII  
RIGHTS AND OBLIGATIONS OF THE MEMBERS AND  
ASSIGNABILITY OF MEMBERSHIP INTERESTS

8.01 Transferability. Except for Transfers contemplated in Sections 8.02, 8.04 and 8.05, no Member's Membership Interest may be transferred or pledged (as security for a loan or otherwise), in whole or in part, without the unanimous written consent of the Members. A transfer of a Member's Membership Interest does not of itself dissolve the Company. Each Member hereby acknowledges the reasonableness of the restrictions on Transfer of Membership Interests imposed by this Agreement in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on Transfer contained herein shall be specifically enforceable.

8.02 Substitute Members. No transferee of a Member's Membership Interest permitted under this Article VIII shall have the right to be admitted as a Substitute Member in place of the transferor unless: (a) the transferor shall clearly designate in writing such transferor's intention that the transferee is to become a Substitute Member; (b) the transferee shall agree in writing to be bound by all of the terms of this Agreement; © unless otherwise permitted in accordance with this Article VIII, the transferee is admitted as a Substitute Member by the unanimous written consent of the remaining Members; (d) the transferee shall execute and/or deliver such instruments, including an opinion of counsel, to the effect that such proposed transfer and substitution do not violate state or federal securities laws, as the Members deem necessary or desirable to effect such transferee's admission as a Substitute Member and to evidence such transferee's acceptance of the terms of this Agreement; and (e) the transferee shall pay all reasonable expenses in connection with such transferee's admission as a Substitute Member.

8.03 Rights of 'Transferees'. Except as otherwise provided in Section 8.01, any transfer of a Membership Interest without compliance with Section 8.02, 8.04, and 8.05 shall be null and void.

8.04 Transfers for Estate Planning Purposes.

A. In the event of a transfer of a Membership Interest by a Member made for estate planning purposes to a trust for the benefit of such Member, or such Member's spouse or children, if any, with respect to which trust the Member remains trustee and over which the Member maintains complete voting control, the transferring Member shall not be required to comply with the terms of Section 8.02© in order to have such trust become a Substitute Member. In that case, the transferring Member continues to be subject to the terms of this Agreement, and the

transferee trust will become a Substitute Member upon compliance with the remaining terms of Section 8.02. The Percentage Interests so transferred shall continue to be voted by the transferor Member as trustee.

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B. In the event of the death of a Member, or the death of a permitted transferor pursuant to Section 8.04.A, the Member's estate, or permitted transferee pursuant to Section 8.04.A, shall continue to be subject to the terms of this Agreement. Within ninety(90) days of the earlier to occur of (a) the filing of an estate tax return with respect to such deceased Member (or permitted transferor), or (b) the passage of fifteen (15) months from the deceased member's death if no estate tax return is filed with respect to such deceased Member during such fifteen (15) month period, the remaining Members shall either (x) unanimously consent to the admission of such deceased Member's successor(s) in interest in accordance with such deceased Member's estate or the terms of the transferee trust pursuant to Section 8.04.A, or (y) purchase the deceased Member's or permitted transferee's Membership Interest, at a price equal to the fair market value of the subject Membership Interest. For purposes of this Section 8.04.B, the fair market value of the subject Membership Interest shall be deemed to be the value reported on any estate tax return filed with respect to such deceased Member, or, if no estate tax return has been filed within fifteen (15) months of the deceased Member's death, the value as determined by an appraiser selected by mutual agreement of the deceased Member's successor(s) in interest and the remaining Members. In the event that the permitted transferee(s) and the remaining Members cannot agree upon an appraiser, the fair market value of the subject Membership Interest shall be determined by averaging one appraisal obtained by the deceased Member's successor(s) in interest and one appraisal obtained by the remaining Members. If the remaining Members elect to purchase the deceased Member's or permitted transferor's Membership Interest, the remaining Members may do so by paying twenty percent (20%) in cash at the closing, with the remaining consideration paid via promissory note payable over three (3) years, with interest accruing at a rate of four percent (4%) per annum.

#### 8.05 Right of First Refusal.

A. Any Member that desires to sell, assign, or otherwise Transfer all or any portion of their Interest (each, a "Selling Member") to a third party purchaser, for consideration, shall obtain from such third party purchaser a bona fide written offer to purchase such Membership Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor (the "Offer Notice"). The Selling Member shall give written notification to each of the other Members (the "Non-Selling Members"), by certified mail or personal delivery, of his or her intention to Transfer such interest, furnishing to the Non-Selling Members a copy of the Offer Notice.

B. The Non-Selling Members, on a basis determined by his or her respective Percentage Interest basis ( i.e., so that each Non-Selling Member shall have the right to purchase a portion of the Selling Member's interest equal to such Non-Selling Member's Percentage Interest), shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Membership Interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the Offer Notice by giving written notification to the Selling Member and each other Non-Selling Member, by certified mail or personal delivery, of their intention to do so within thirty (30) days after receiving the Offer Notice. The failure of any Non Selling Member to so notify the Selling Member of his or its desire to exercise this right of first refusal within said thirty (30) day period shall result in the termination of his or its right of first refusal. In the event that any of the Non-Selling Members exercises his or its right of first refusal, but one or more of the other Non-Selling Members fail to exercise its, his or their rights of first refusal, the Non-Selling Members who exercised their rights of first refusal shall have fifteen (15) additional days in which to consider purchasing the balance of the Selling Member's interest and if more than one Non-Selling Member elects to purchase the balance of the Selling Member's interest, the Non-Selling Members so electing shall purchase a portion of such balance determined by dividing their Percentage Interest in the Company by the total Percentage Interests in the Company of the Non-Selling Members so electing to purchase the balance of the Selling Member's Interest. In the event that all of the Selling Member's Interest is not purchased by the Non-Selling Members in accordance herewith, the Selling Member shall be entitled to consummate the sale of his or her Interest in the Company to such third party purchaser within ninety (90) days after expiration of the thirty (30) day period and (if applicable) the fifteen (15) day period set forth herein, on the terms and conditions set forth in the Offer Notice.

C. In the event that Non-Selling Members (or any one or more of them) give written notice to the Selling Member of their desire to exercise their right of first refusal and to purchase all of the Selling Member's Interest in the Company which the Selling Member desires to sell upon the same terms and conditions as are stated in the Offer Notice, such Non-Selling Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within ninety (90) days after their receipt from the Selling Member of the Offer Notice.

#### ARTICLE IX DISSOLUTION

9.01 Dissolution. The Company shall dissolve and its affairs shall be wound up upon the first to happen of any of the following events:

A. a sale of all or substantially all of the Company's assets; or

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B. the Members' determination that it is in the Company's best interest to dissolve.

9.02 Liquidation. Upon dissolution of the Company and the abandonment of further intention of utilizing the properties or business of the Company, the assets of the Company shall be liquidated as promptly as practicable. The provisions of this Section 9.02 shall be subject to the rights of the Members or their successor(s) to continue the business of the Company for the purpose of liquidation and winding up the affairs of the Company. During the liquidation of the Company, the Members shall determine whether or not any asset is suitable for distribution in kind. In liquidating the assets of the Company, all assets of a salable value that the Members determine are not suitable for an equitable distribution in kind, shall be sold at public or private sale, as the Members may deem advisable. It is agreed that any Member may purchase said assets at said sale. The Member shall give at least fifteen (15) days prior written notice (in which the assets to be sold and the time, date, location and condition of sale shall be specified) to the remaining Members of any such liquidating sale of all or any part of the Company's assets. Upon liquidation of the assets of the Company, the cash proceeds from the sale of Company assets and the other unliquidated assets of the Company shall be applied in the following order of priority:

A. First to the payment, to the extent required by any lender or creditor, excluding Members who are creditors, of all debts, obligations and liabilities of the Company owing to such lenders or creditors and to the payment of taxes then due and payable and after payment of the foregoing and establishing reserves as set forth in the next sentence for items which may be payable to third parties other than Members, to the payment of debt obligations and liabilities of the Company owing to Members who are creditors. Should there be any contingent debts, commitments, obligations or liabilities, a reserve shall be set up to meet such items, and if and when or to the extent that said contingency shall cease to exist, the moneys or other assets, if any, in reserve, shall be distributed as hereinafter provided in this Section 9.02; and

B. Then, to the Members, as provided in Section. 6.03,

9.03 Final Accounting. Upon dissolution and liquidation, a statement shall be prepared and sent to each Member within sixty (60) days after liquidation setting forth the assets and liabilities of the Company.

9.04 Certificate of Cancellation. Not later than thirty (30) days following the dissolution and winding up of the Company, the Members or their successor(s) shall file or cause to

be filed a Certificate of Cancellation with the Secretary of the Commonwealth in accordance with the Act.

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ARTICLE X  
LIMITATION OF LIABILITY AND INDEMNIFICATION

10.01 Limitation of Liability. No Member (or any Member's Affiliates, agents, officers, partners, members, managers, employees, representatives, directors or stockholders), (each an "Indemnitee") shall be personally liable to the Company or any of its Members for monetary damages for breach of fiduciary duty except to the extent that exemption from liability or limitation thereof is not permitted under the Act as in effect at the time such liability or limitation thereof is determined. No Indemnitee shall be personally liable as such for the debts, obligations or liabilities of the Company or any of its Members, whether arising from contract, tort or otherwise, solely by reason of such position. No Indemnitee shall be liable to any Member for any action taken or omitted to be taken by such Indemnitee with respect to the Company, including any grossly negligent act or any grossly negligent failure to act, except in the case of such Indemnitee's own willful malfeasance, fraud, criminal conduct, or willful violation of this Agreement. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Indemnitee. The Members may consult with legal counsel, accountants and other independent consultants reasonably selected in good faith in respect to Company affairs, and the Members shall be fully protected and justified in any action or inaction taken or omitted in reliance upon advice from such professionals. No amendment, modification or repeal of this Article X shall apply to or have any effect on the liability or alleged liability of any Indemnitee occurring prior to such amendment, modification or repeal.

10.02 Indemnification.

A. Each Indemnitee who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness; such included acting capacities, collectively, ("Participation")) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such Indemnitee is or was a Member of the Company or is or was serving at the request of the Company as a manager, director, officer or employee, including service with respect to an employee benefit plan, shall be indemnified, defended and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than such law permitted the Company to provide prior to such amendment), against all attorneys' and other professionals' fees and expenses associated with the Indemnitee's Participation in any Proceeding ("Expenses"), and all other liability and loss (including disbursements, judgments,

fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith (collectively, including Expenses, "Damages"); provided, however, that, except as provided in Section 10.02C with respect to proceedings to enforce rights to indemnification or as otherwise required by law, the Company shall not be required to indemnify or advance Expenses to any Indemnitee in

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connection with a proceeding (or part thereof) initiated by such Indemnitee unless such proceeding (or part thereof) was authorized by the Members.

B. Subject to Section 10.03, the right to indemnification conferred in Section 10.02A shall include the right to be paid by the Company the Expenses incurred in the Indemnitee's Participation in any such Proceeding in advance of its final disposition. The rights to indemnification and to advancement of Expenses conferred in Section 10.02A and this Section 10.02B shall continue as to an Indemnitee who has ceased to be a Member, employee or agent, and such rights shall inure to the benefit of such Indemnitees heirs, executors and administrators. Any repeal or modification of any of the provisions of this Section 10.02 shall not adversely affect any right of protection of an Indemnitee existing at the time of such repeal or modification.

C. If a claim under Section 10.02A or Section 10.02B is not paid in full by the Company or, under any directors and officers liability insurance as may be maintained by the Company, within sixty (60) days after a written claim has been received by the Company, except in the case of a claim for an advancement of Expenses, in which case the applicable period shall be thirty (30) days, the Indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of Expenses pursuant to the terms of an undertaking, the Indemnitee shall also be entitled to be paid the Expenses of prosecuting or defending such suit. The Indemnitee's failure to meet any applicable standard for indemnification set forth in the provisions of this Article X or in the Act, (i) shall be a defense in any suit brought by an Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an advancement of Expenses) and (ii) shall, upon a final, unappealable adjudication thereof, entitle the Company to recover an advancement of Expenses pursuant to the terms of an undertaking in any suit brought by the Company seeking such recovery. Neither the failure of the Company (including independent legal counsel, or the Members) to have made a determination prior to the commencement of such suit that indemnification of an Indemnitee is proper in the circumstances because such Indemnitee has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Company (including independent legal counsel, or the Members) that such Indemnitee has not met the applicable standard of conduct, shall create a presumption that such Indemnitee has not met the applicable standard of conduct, or in the case of such a suit brought by such Indemnitee, be a defense to such suit. In any suit brought by an Indemnitee to enforce a right to indemnification or to an advancement of Expenses hereunder, or brought by the Company to recover an advancement of Expenses pursuant to the terms of an undertaking, the burden of proving that such Indemnitee is not entitled to be indemnified, or to such advancement of Expenses, under this Section 10.02 or otherwise shall be on the Company.

D. The rights to indemnification and to the advancement of Expenses conferred in this Section 10.02 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute or agreement or any vote of the Members.

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E. The Company may maintain insurance, at its expense, to protect itself and any Member, employee or agent of the Company or another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Act.

F. The Company may, to the extent authorized by the Members, grant rights to indemnification and to the advancement of Expenses to any employee or agent of the Company to the fullest extent of the provisions of this Section 10.02 with respect to the indemnification and advancement of Expenses of the Members of the Company.

#### 10.03 Indemnification Procedures and Advancement for Payment.

A. Advance Payment of Expenses. The Company will pay the Expenses of an Indemnitee in advance of the final disposition of any Proceeding except to the extent that the defense of a claim against an Indemnitee is undertaken pursuant to any directors and officers liability insurance maintained by the Company. The advance payment of Expenses will be subject to any such Indemnitee first agreeing in writing with the Company to repay the sums paid by it hereunder if it is thereafter determined that the Proceeding involved an Excluded Claim.

B. Exclusions. The Company will not be liable to pay any Damages in connection with any of the following claims (an "Excluded Claim"):

(i) For which payment is actually made to or on behalf of an Indemnitee (in respect and to the extent of such Damages) under such directors and officers liability insurance policy as may be maintained by the Company (except for any deductible under, or excess beyond the amount covered by such insurance);

(ii) For which an Indemnitee is otherwise indemnified or reimbursed (and payment or reimbursement is made to or on behalf of such Indemnitee);

(iii) With respect to a Proceeding in which a final non-appealable judgment or other final non-appealable adjudication determines that such Indemnitee is liable to the Company for acts or omissions in bad faith or which involve intentional misconduct or knowing violation of law; or

(iv) If a final non-appealable judgment or other final adjudication

determines that such payment is unlawful.

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C. Notice to Company: Insurance. Promptly after receipt by an Indemnitee of notice of the commencement of or the threat of commencement of any Proceeding, such Indemnitee will, if indemnification with respect thereto may be sought from the Company under this Article X, notify the Company of the commencement thereof. If at the time of the receipt of such notice, the Company has any directors and officers liability insurance in effect, the Company will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in such policy or policies.

D. Indemnification Procedures.

(I) Payments on account of the Company's indemnity against Damages will be subject to the Company first determining that the Damages result from a claim which is not an Excluded Claim. Such determination will be made by the Members if they are not at the time, a party to the proceeding, and if the Members are parties to such proceeding, then such determination will be made by the unanimous vote of all the Members, and any such determination shall be binding upon the Company. The determination required by this Section 10.03D(I) shall be made within twenty (20) days of an Indemnitee's written request for payment of Damages, and if it is determined that the Damages do not relate to an Excluded Claim, payment shall be made forthwith thereafter.

(ii) Payment of an Indemnitee's Expenses in advance of final disposition of any Proceeding shall be made, from time to time, within twenty (20) days of an Indemnitee's written request therefore. From time to time, prior to the payment of Expenses, the Company may but is not required to, determine (in accordance with Section 10.03D(I) above) whether the Expenses claimed may reasonably be expected, upon final disposition of the Proceeding, to relate to an Excluded Claim. If such a determination is pending, payment of such Indemnitee's Expenses may be delayed up to thirty (30) days after such Indemnitee's written request, and if it is determined that the Expenses do not relate to an Excluded Claim, payment shall be made forthwith thereafter.

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

10.04 Amendment, Modification or Repeal. No amendment, modification or repeal of this Article X shall apply to or have any effect on the liability or alleged liability of any Indemnatee occurring prior to such amendment, modification or repeal.

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## ARTICLE XI MISCELLANEOUS

### 11.01 Tax Matters Partner.

A. Sean Morrison shall be the "Tax Matters Partner" for the Company as defined in § 6231(a)(7) of the Code. The Tax Matters Partner shall have all of the rights, duties, obligations, and powers of a Tax Matters Partner, as so defined, set forth in §§ 6221 through 6233 of the Code. From the date hereof, the Tax Matters Partner shall be designated as the partnership representative with sole authority to act on behalf of the Company, with all of the rights and duties provided for in subchapter B, chapter 63 of the Code. For such period and for all subsequent years, the Tax Matters Partners shall cause the Company, to the extent it is eligible, to opt out of the application of Subchapter C, Chapter 63 of the Code by annually making the election under Section 6221(b) filed with the Company's tax return. Each Member agrees to treat its ownership interest in the Company in a manner consistent with that prescribed by the Tax Matters Partner with respect to all federal, state and local tax matters.

B. The Tax Matters Partner shall promptly notify the Members if any tax return of the Company is audited and upon the receipt of a notice of final partnership administrative adjustment or final partnership adjustment. Without the consent of a majority of the other Members, the Tax Matters Partner shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any federal, state, local or foreign taxing authority.

C. The Tax Matters Partner may, in his discretion, by delivering a written demand therefor to any Member or former Member, require the Member or former Member to make a payment of immediately available funds in such amount that the Tax Matters Partner reasonably determines is required by the Company to discharge its withholding tax or other tax liability in respect of such Member, including without limitation any tax imputed to the Company pursuant to Code Section 6225.

11.02 Notices. Any notices required to be given hereunder shall be effective five (5) days after being mailed, postage prepaid, to the Company at its principal place of business as set forth in Section 1.03 hereof and to the Members at their last known addresses appearing on the records of the Company.

11.03 Governing Law. The provisions of this Agreement shall be

construed, administered and enforced according to the laws of the Commonwealth of Massachusetts.

11.04 Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine gender, the plural for the singular and the singular for the plural, in any place in this Agreement where the context may require such substitution.

11.05 Titles. The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

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11.06 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all parties hereto and their heirs, assigns, and legal representatives.

11.07 Severability. If any provision of this Agreement is determined by a court to require the Company to perform or to fail to perform an act which is in violation of applicable law, this Agreement shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, this Agreement shall be enforceable in accordance with its terms.

11.08 Counterparts. This Agreement may be signed in one or more counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart, provided, however, that no such counterpart shall be binding on the Company unless accepted in writing by the Members.

11.09 Amendment. This Agreement may be amended by the Members, provided, however, that the Members may not amend this Agreement in any manner that increases the liability of any Member or that adversely affects the economic interests of any Member without the consent of such Member. In addition, each Member hereby consents to any amendment of this Agreement necessary or desirable to comply with any applicable law or regulation or to protect the limited liability of the Members.

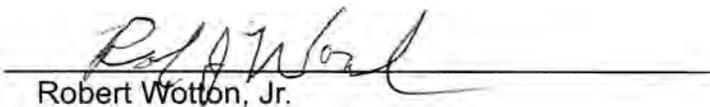
11.10 Investment Represented. Each Member does hereby represent and warrant by the signing of this Agreement that

Membership Interest acquired by them was acquired for investment

11.11 Binding Effect; Reliance and Conflict. It is the express intention of the Members that this Agreement shall be the sole source of agreement among the parties hereto, and, except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Treasury Regulations or is expressly prohibited or ineffective Under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Members hereby agree that each Member shall be entitled to rely on the provisions of this Agreement, and no Member shall be liable to the Company or to any Member for any action or refusal to act taken in good faith reliance on the terms of this Agreement. The Members, and the Company hereby agree that the duties and obligations imposed on the Members of the Company as such shall be those set forth in this Agreement, which is intended to govern the relationship among the Company and the Members, notwithstanding any provision of the Act or common law to the contrary.

MEMBERS:

  
Sean Morrison

  
Robert Wotton, Jr.

### SCHEDULE A

Names, Addresses, Capital Contributions  
and  
Percentage Interest of Members in  
B.O.T. REALTY, LLC

Member Capital Contribution Percentage Interest

Sean Morrison \$ 95% 227 Lunenburg Street  
Fitchburg, MA 01420

Robert Wotton, Jr. \$ 5% 227 Lunenburg Street  
Fitchburg, MA 01420

BOT REALTY PARENT, LLC

Member Capital Contribution Percentage Interest

Sean Morrison \$ 95% 227 Lunenburg Street  
Fitchburg, MA 01420

Robert Wotton, Jr. \$ 5% 227 Lunenburg Street  
Fitchburg, MA 01420



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



353703035

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

B.O.T. Realty, LLC  
227 LUNENBURG ST  
FITCHBURG, MA 01420-4564

EAN: 22192651  
June 09, 2021

Certificate Id:48553

The Department of Unemployment Assistance certifies that as of 6/9/2021 ,B.O.T. Realty, LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

**LIABILITY INSURANCE:**

935 CMR 500 ) A Marijuana Establishment 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, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence. B.O.T intends to secure a policy to fulfill this requirement prior to beginning build out of its facilities.

**B.O.T BUSINESS PLAN**  
**Confidential**

## **EXECUTIVE SUMMARY:**

This plan provides detailed information on operations, strategies, products, , licensing and operation of B.O.T LLC, an established, well situated limited liability company that intends to enter the Massachusetts adult use cannabis market and secure a License for its planned facility, located in Fitchburg , MA

As the Massachusetts adult use cannabis market slowly unfolds, high demand and low supply have created a need for a low cost, high quality cannabis offering within the marketplace. The robust adult use cannabis market in Massachusetts is expected to reach \$1.4 billion by 2025. B.O.T plans on filling this void by capitalizing on the creation and implementation of highly efficient business practices within a highly systematized and sustainable establishment.

## **OPERATION, PLAN:**

### **Facility Design:**

B.O.T will design a sustainable facility incorporating energy, water and other material efficient components to conserve resources, cut costs and minimize its carbon footprint. B.O.T is contemplating efficiencies that include solar power, high efficiency HVAC systems, energy efficient commercial kitchen appliances and automated packaging systems. The efficiencies are crucial to B.O.T's competitive edge within the Industry.

B.O.T's facility will practice exemplary good neighbor policies. B.O.T has successfully executed its Host Community Agreement without opposition and plans to exceed all noise and odor mitigation requirements. The company has applied for its marijuana establishment special permit, has approved site plan from the City of Fitchburg and is awaiting a provisional status to begin build out.

B.O.T's good neighbor efforts will continue in the development and execution of a comprehensive security plan that will satisfy and exceed rule 935 CMR 500.110(1)(o). The safety and security of the B.O.T facility, the marijuana establishment agents, products and equipment contained within, customers and general goodwill of the Commonwealth is a top priority of B.O.T. All security policy, procedures, plans and equipment relating to security will be provided by licensed and professional contractors. Furthermore, the team at B.O.T will aim to

establish an open and working relationship with local law enforcement and fire services prior to establishing their need to share security plans and procedures.

### **B.O.T's Security Plan:**

B.O.T considers overall security as one of the most vital aspects of the overall operation. The security plan developed by B.O.T aims to achieve the following assurances:

- Physical employee security
- Reasonable workplace safety
- Building protection and security
- Protection of company assets, data, networks, software and equipment
- Diversion protection and prevention
- Age and identity verification policies
- Anti-loitering policies
- Unauthorized access prevention and secured access to all entries
- Limited access areas
- Limited opening secure doors for minimum amount of time necessary to perform task
- Barrier and security feature function check
- Badge and key accountability policy
- Access control system policy
- Sufficient perimeter lighting policy
- Out of plain sight policy
- Product lockdown following diversion discovery policy
- Assessing B.O.T property for additional safeguards
- Transparency with local enforcement agencies
- Security camera placement
- DVR operation, maintenance and back up

### **Standard Operating Policies and Procedures:**

To create a consistent, compliant practice and uniform retail and production model B.O.T will mandate that all processes and procedures be executed according to its crafted Standard Operating Procedure Manual. The development of core policies and procedures will ensure the ongoing success of B.O.T. The Standard Operating Procedure Manual will detail policies and procedures for:

- Health and sanitation standards
- Contaminant mitigation
- Safe extraction methods
- Employee safety, illness and injury prevention

- Trim and Flower processing
- Record keeping
- Seed to sale tracking- METRC and Cannabis 365
- Inventory
- Batch creation
- Prevention of diversion
- Waste and proper disposal
- Restricting access to age 21 and older
- Facility security plan
- Product storage procedures
- Secured record storage
- Access control system
- Limited access areas
- Transportation
- Quality control
- Edible and concentrate samples and testing
- Packaging and labeling of product
- Personnel policies
- Employee and agent registration
- Maintaining financial records
- Diversity plan
- Employee job descriptions, requirements, qualifications and training
- Responsible Vendor certification
- Marketing and sales process
- Emergency procedures
- On site behaviors
- Visitor protocols
- Product safety education
- Prohibited items and activities
- DVR maintenance
- Inspection preparedness
- Enforcement interactions
- General maintenance and repair protocols
- Food product handling

**Personnel and Management Summary:**

B.O.T understands that its most powerful tool in achieving mission success is reliant on its ability to recruit, train and retain a high performing workforce. All hiring and staffing decisions reflect B.O.T's employment values as an equal opportunity employer dedicated to a policy of nondiscrimination in employment on the basis of race, religion, creed, color, gender, sexual orientation, national origin, veteran status, age, disability and any other status protected by law.

**B.O.T's Diversity Plan:**

Special efforts will be made to exceed the expectations of 935 CMR 500.101(1)(c)(7)(k) through implementation of “a diversity plan which will promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation, in the operation of the Marijuana Establishment.” B.O.T's Diversity Plan will:

- Identify strategies to develop an inclusive pipeline of potential applicants.
- Provide training and learning opportunities for employees to maximize their potential and ensure continuing development of their knowledge, skills and abilities.
- Create a diverse and inclusive workplace and culture.

All agents and employees of B.O.T will be vetted with required background checks and registered with the Commission per 935 CMR 500.030. All written staffing procedures, policies and practices adopted and enforced for B.O.T are designed to be compliant under all applicable laws. B.O.T will craft a core training curriculum which will educate employees on all aspects of the Standard Operating Procedures. There will be a zero-tolerance policy for deviation from standards and practices.

B.O.T is committed to the advancement and intellectual enrichment of its team members. B.O.T will investigate options for superior vendors to provide responsible vendor training to be compliant with the standards set in 935 CMR 500.105(2)(b)(6). All candidates will be required to obtain a valid marijuana establishment agent registration card prior to application. All internal operations training will ensure that each marijuana establishment agent engaged in their assigned role has the proper education, training and experience to enable them to effectively perform all assigned and expected functions.

## **Energy Efficiency and Conservation:**

B.O.T will maintain policies and procedures for energy efficiency and conservation energy 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.

## **RESTRICTING ACCESS TO AGE 21 AND OLDER**

All B.O.T employees and registered agents will be 21 years or older. All consumers entering B.O.T Marijuana retail 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)B.O.T is strictly committed to providing the highest quality standards of products to adult use clients in the Commonwealth and as such, will never engage in activities that could result in compromising the company's license. This includes and places great priority on, the assurance that individuals under the age of 21 will not have or be granted access to the facility.

This assurance will be upheld through the implementation of trainings, policies and procedures that comply with 935 CMR 500.110(1)(a) which requires that security measures be taken to positively identify individuals seeking access to the premises of the Marijuana Establishment or to whom marijuana products are being transported pursuant to 935 CMR 500.105(14) to limit access solely to individuals 21 years of age or older. Additionally, all registered MARIJUANA ESTABLISHMENT AGENTS will be up to date with Responsible Vendor training per 935 CMR 500.105(2)(b), with specific attention to 935 CMR 500.105(2)(b)(7)(d) covering acceptable forms of identification.

To mitigate this risk, B.O.T has adopted procedures to prevent loitering and ensure that only individuals engaging in activity expressly or by necessary implication permitted by these regulations and its enabling statute are allowed to remain on the premises. B.O.T will dispose of marijuana in accordance with 935 CMR 500.105(12). B.O.T will keep all entrances to the Marijuana Establishment secure to prevent unauthorized access as well as establish limited access areas pursuant to 935 CMR 500.110(4), which shall be accessible only to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation.

All finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft and loss. All safes, vaults, and any other equipment or areas used for storage of marijuana products will remain securely locked and protected from entry, except for the actual time required to remove or replace marijuana. All locks and security equipment in good working order. B.O.T ensures that the outside perimeter of the Marijuana Establishment will be sufficiently lit to facilitate surveillance and that all marijuana products are kept out of plain sight.

## **PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS:**

Suitability for Employment as registered agent with B.O.T

B.O.T will maintain a staffing plan and records in compliance with with 935 CMR 500.105(9). 935 CMR 500.105(1) registered agents will be recruited not only for their qualifications and active status as a registered marijuana establishment agent under 935 CMR 500.802, but also for their enthusiastic commitment to upholding superior standards of operation and retail of quality marijuana products and extracts to be enjoyed by qualified adults of the Commonwealth age 21 and up. Hiring and staffing decisions will be made using all requirements and suitability standards set forth by the Commission in 935 CMR 500.802 and Table D. These measures will ensure that the team behind B.O.T remain dedicated to the continual and compliant operation of the licensed marijuana establishment.

Previous to consideration for employment, all candidates will be required to obtain a valid marijuana establishment agent registration card issued by the Commission that must be carried by the agent at all times.

Periodic employment evaluations will be performed among all agents employed with B.O.T to ensure job satisfaction as well as to maintain overall morale and workplace function. Such evaluations will require a follow up report from the executive performing the evaluation and will be recorded in the agents personnel file.

### Background Checks

All background checks performed as a precursor to employment with B.O.T as a registered agent will be conducted in accordance with guidelines and requirements set forth in 935 CMR 500.800.

### Information Required for Application as a Registered Agent

In addition to information determined by executive management, all registered agents seeking employment with B.O.T will be required to submit a copy of all information mandated by the Commission under 935 CMR 500.030 to be considered. If hired, this information will be kept in the registered agent's personnel file for the duration of their employment and for the required 12 month period following termination. B.O.T will maintain a plan for confidential information per 935 CMR 500.105(1)

### Responsible Vendor Training (Mandatory)

Thorough and comprehensive training and guidance will be provided to all registered B.O.T Retail agents upon hire, receipt and proof of valid marijuana establishment agent registration card issued by the Commission, and throughout the duration of the agent's employment at B.O.T so as to satisfy the minimum 8 required hours of Responsible Vendor Training annually as required by 935 CMR 500.105(2)(b). B.O.T will routinely investigate options for superior qualified vendors to provide responsible vendor training, so as they are compliant with standards set in 935 CMR 500.105(2)(b)(6).

Each Responsible Vendor Training session will maintain clearly documented records, which will be kept on file for a minimum of 4 years and be easily accessible to be made available to the Commission or other authority at their request as to satisfy 935 CMR 500.105(2)(b)(5) and (2)(6)(f), that will record, at minimum, the following information:

Full legal names & positions of all marijuana establishment agents in attendance,  
Marijuana establishment agent registration card number,

Topic(s) of training,

- Name and title of instructor(s) or presenter(s),
- Length of training including start and stop time;
- Location of training (note if remote or digital attendance);
- Any applicable attachments, handouts, or documents,
- Signed statement from each registered agent in attendance affirming accuracy of all information

B.O.T is committed to the advancement and overall intellectual enrichment of its team members from executive level to registered agents performing daily production tasks, no team member is seen as unessential in the process. A B.O.T team member shall never feel restricted from asking to discuss with their supervisor any educational or training opportunities that may advance their ability to fulfill their skillset or advance personal or professional development.

All internal operations training will ensure that each marijuana establishment agent engaged in their assigned role has the proper education, training, and experience, or a combination thereof, to enable them to perform all assigned and expected functions. Personnel training will also include instructions or procedures regarding state or local regulatory inspection preparedness, potential interactions with law enforcements both local and federal. Training will also cover relevant information on US federal, state, and local laws, regulations, policies and changes in policy relating to business participating in these operations, as well as individual employed in these operations and the potential associated implications of these for such persons. B.O.T will offer continuing education relevant to the agent's position and applicable regulation changes, but a baseline knowledge is a prerequisite for employment. Maintaining policies on Alcohol, smoke, and drug-free workplace policies in accordance 935 CMR 500.105(1)

Disciplinary Actions and Cause for Termination Alcohol, smoke, and drug-free workplace policies. 935 CMR 500.105(1)

Any agent who has been found to have diverted marijuana, engaged in unsafe practices with regard to operation of the B.O.T Marijuana Establishment or has 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 will be dismissed with cause and employment with B.O.T as a registered agent will cease. Upon discovery of these offenses, B.O.T executive management will immediately notify the Commission and appropriate local law enforcement.

Upon termination of employment, B.O.T will inform the Commission of the update in employment status of the registered agent as soon as possible and no later than 24 hours after the termination. At this time, all access codes, keys, badges, employment manuals and any other material or equipment owned by the marijuana establishment will be returned and all access to limited access areas, inventory control systems or surveillance systems will be deactivated. Personnel records for the individual will remain on file for the mandatory 12 month period following termination.

## **RECORD KEEPING PROCEDURES:**

B.O.T Retail will establish and maintain all policies and procedures related to record-keeping to reflect the most up to date versions and keep these available to B.O.T registered agents at all times.

B.O.T financial, inventory, seed to sale, waste disposal and operational records will be maintained electronically on an established, secure, enterprise level system provider. Additionally, the marijuana establishment will elect to use Cannabis 365 as an electronic record retention system. Each electronic log will be accompanied by a digital fingerprint of the B.O.T agent that performed the action, and is auditable with a time and date stamp on the action.

Policies and procedures for inventory control and reporting will be documented in an SOP that will then be electronically archived so that it can be accessed at any time by a registered agent or a representative of the Commission or local law enforcement.

All personnel records will be stored securely and electronically. All employees will be required to track their work hours by clocking in and out using their badge number and a digital timeclock with timestamp.

A well-documented staffing plans with an outline for keeping fairly extensive personnel records will allow new hires to be evaluated as per a standard determined by previous hires. This will help the B.O.T executive management team to hire effectively and efficiently with low turnover to ensure long term operational success for the marijuana establishment.

In the event that B.O.T ceases to operate as a licensed marijuana establishment, all records kept during the course of business as required by the Commission will be maintained for a minimum of 2 years and will be readily accessible by the Commission or local law enforcement, pending request to produce such records.

B.O.T Will also maintain the following records:

- B.O.T shall keep these waste records for at least three years. 935 CMR 500.105(12)
- B.O.T shall maintain their records in accordance with generally accepted accounting principles. 935 CMR 500.105(9)
- Written operating procedures shall be maintained as required by 935 CMR 500.105(1). 935 CMR 500.105(9)
- Inventory records as required by 935 CMR 500.105(8). 935 CMR 500.105(9)
- Seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e). 935 CMR 500.105(9)

The following personnel & business records shall be maintained:

- Job descriptions for each agent;
- A personnel record for each 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. 935 CMR 500.105(9)
- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and
- Salary and wages paid to each employee. 935 CMR 500.105(9)

## **MAINTAINING OF FINANCIAL RECORDS:**

All company financial records will be maintained by the B.O.T CFO and supporting Accounting and Financial Team through use of the Microsoft powered Cannabis 365 software program. The B.O.T CFO has extensive experience in working with and navigating this financial record-keeping system to ensure compliance with established Commission guidelines as well as to best utilize for business intelligence and insight. The CFO and establishment agents that support daily accounting functions will maintain computerized business records, which shall include at a minimum:

- Assets and liabilities in the form of daily balance sheet that will be maintained;
- monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, manifests and vouchers;
- Sales records, wholesale invoice records and transport manifests including the quantity, form, batch id, production id, and cost of marijuana products; and
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.
- B.O.T is prohibited from utilizing software or other methods to manipulate or alter sales data. 935 CMR 500.140(6)
- B.O.T shall conduct a monthly analysis of equipment determine that no software has been installed that could be utilized to manipulate or alter sales data a. 935 CMR 500.140(6)
- B.O.T shall maintain records that it has performed the monthly analysis.935 CMR 500.140(6)
- If B.O.T determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission. 935 CMR 500.140
- B.O.T shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. 935 CMR 500.140(6) (required for retail only)
- B.O.T shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales. 935 CMR 500.140(6)
- B.O.T that is co-located shall maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). 935 CMR 500.140(6)

## **QUALIFICATIONS AND TRAINING:**

B.O.T is committed to the advancement and intellectual enrichment of its team members from executive level to registered MARIJUANA ESTABLISHMENT AGENTS. No B.O.T team member shall feel restricted from asking to discuss with their supervisor any educational or training opportunities that may advance their ability to fulfill their skillset or advance personal or professional development.

B.O.T team members will be recruited not only for their qualifications as a registered marijuana establishment agent under 935 CMR 500.802, but also for their enthusiastic commitment to upholding superior standards of operation and dispensing of quality marijuana to be enjoyed by qualified adults of the Commonwealth age 21 and up. This will ensure that the team behind B.O.T remain dedicated to the continual and compliant operation of the RETAIL facility.

B.O.T will routinely investigate options for superior vendors to provide responsible vendor training, so as they are compliant with standards set in 935 CMR 500.105(2)(b)(6). Previous to consideration for employment, all candidates will be required to obtain a valid marijuana establishment agent registration card prior to application. B.O.T will offer continuing education relevant to the agent's position and applicable regulation changes, but a baseline knowledge is a prerequisite for employment.

All internal operations training will ensure that each marijuana establishment agent engaged in their assigned role has the proper education, training, and experience, or a combination thereof, to enable them to perform all assigned and expected functions. Personnel training will also include instructions or procedures regarding state or local regulatory inspection preparedness, potential interactions with law enforcements both local and federal. Training will also cover relevant information on US federal, state, and local laws, regulations, policies and changes in policy relating to business participating in these operations, as well as individual employed in these operations and the potential associated implications of these for such persons.

Comprehensive training will be provided to all registered B.O.T MARIJUANA ESTABLISHMENT AGENTS upon hire, receipt of valid marijuana establishment agent registration card, and throughout the duration of the agent's employment at B.O.T so as to satisfy the minimum 8 required hours of Responsible Vendor Training annually as required by 935 CMR 500.105(2)(b).

Each Responsible Vendor Training Session will maintain documented records, which will be kept for a minimum of 4 years and be easily accessible to be made available to the Commission or other authority at their request as as to satisfy 935 CMR 500.105(2)(b)(5) and (2)(6)(f), that will record, at minimum, the following information:

- Full Legal Names & Positions of MARIJUANA ESTABLISHMENT AGENTS in Attendance,
- MARIJUANA ESTABLISHMENT AGENT marijuana establishment agent registration card number,
- Topic(s) of Training,
- Name and Title of Instructor or Presenter
- Date,
- Length of Training,
- Location of Training (note if remote or digital),
- Any Applicable Attachments or Documents,
- Signed Statement from AGENT Affirming All Information Accurate
- A list of anticipated positions and their qualifications. *935 CMR 500.105*
- B.O.T shall ensure that employees are trained on job specific duties prior to performing job functions. *935 CMR 500.105(2)*
- All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. *935 CMR 500.105(2)*

- All new employees shall complete the Responsible Vendor Program within 90 days of being hired. *935 CMR 500.105(2)*



## **DIVERSITY PLAN:**

### Diversity Staffing Plan & Non-Discrimination Policy

All hiring and staffing decisions reflect B.O.T.'s overall employment values as an equal opportunity employer, dedicated to a policy of nondiscrimination in employment on any basis including race, color, creed, religion, gender, sexual orientation, national origin, veteran status, age, disability, and any other status protected by law. B.O.T. Retail intends to exceed expectations of 935 CMR 500.101(1)(c)(7)(k) through implementation of a diversity plan which will promote equity among minorities, women, veterans, people with disabilities, and LGBTQ+, in the operation of the Marijuana Establishment.

B.O.T. will focus on the recruiting and hiring quality employees who represent a diverse segment of society. The company will strive to hire, train and retain high quality, high performing employees and building a more diverse talent pool. B.O.T. will develop strategies for effective communication to enhance understanding and bridge differences up, down, and across the company to create a Positive Workplace Culture.

### **B.O.T. Retail Diversity Goals:**

**Workforce Diversity:** B.O.T. Retail seeks to hire local workforces that are at least as diverse as that community as such it will recruit from a diverse, qualified group of potential applicants to secure a high-performing workforce drawn from all segments of society. This plan promotes equity among minorities; women; veterans; people with disabilities; and people of LGBTQ+.

**Workplace Inclusion:** Cultivate a culture that encourages collaboration, flexibility, and fairness to enable individuals to contribute to their full potential; and

**Sustainability:** Develop strategies to equip leaders with the ability to manage diversity and provide the opportunities and training to individuals who are of diverse backgrounds in the community.

B.O.T.'s Retail Facility will hire a total of 25 full time equivalent employees for the operation of its facility. B.O.T. intends to promote equity by providing all applicants with the same opportunities and to level the playing field to be successful in its recruiting and hiring efforts, training and operations. It is the Company goal to hire:

- 25% women;
- 25% minorities
- 20% veterans;
- 15% persons with disabilities; and
- 15% LGBTQ+

### **B.O.T. Retail Diversity Programs:**

**Diversity Recruitment Initiatives:** To ensure equity in the recruiting process, B.O.T. intends to utilize number of diverse outreach methods to advertise its available positions and attract diversity and minority applicants. Diversity and inclusion will be incorporated into the following recruiting effort:

- Networking within professional circles, industry and professional trade groups.

- Attending one or more annually Multi-Cultural Job Fairs – focusing on racial minority groups in the Fitchburg Vicinity (Black, African American, Latino, Asian.)
- A minimum of 4 times a year B.O.T. will participate in or hold Job Fairs on Meetup.com.
- Cannabis Expos, Symposiums and Career Fairs.

The B.O.T shall post monthly advertisements in the local Fitchburg Sentinel and Enterprise newspaper, stating that the B.O.T is specifically looking for women, minorities, or persons with disabilities, Veterans, persons with disabilities; and LGBTQ+ to work for the establishment.

*B.O.T will count the number of individuals hired who are women, minorities, and persons with disabilities. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal.*

- Job Posting Websites: Ziprecruiter.com, Indeed.com, Careerbuilder.com, Jobs.com, Glassdoor.com, Greenstreetjobs.com.
- Social Media.
- Focused Sourcing: Recruitmilitary.com, military.com, womensjoblist.com, outpronet.com, militaryvetjobs.com, Mass Hire Job Quest.
- College Recruitment.
- Cannabis Recruiting Companies.
- Employee Referrals and Promoting from within our diverse organization.

B.O.T. will begin media and advertising its available positions 90 days prior to receiving its facility's Certificate of Occupancy, with hiring occurring 30 days prior. All progress and success of B.O.T. will be documented one year from provisional licensure, and each year thereafter. All the advertising, branding market and sponsorship practices of B.O.T., will adhere to the requirements set forth in 935.CMR 500.105 (4). All programs implemented by B.O.T. will not violate the Commission's regulation with the respects to limitations on ownerships or control or other applicable state laws

**Staff Cultural and Diversity Training:** In its efforts to retain an effective and diverse workforce, B.O.T. will invest in the development of its inclusive company culture to ensure its sustainability. B.O.T. considers inclusion to occur when a diversity of people feels valued and respected, have access to opportunities and resources, and can contribute their perspectives to improve their organization. It has developed strategies and trainings for effective communication to enhance understanding and bridge differences throughout the Company workforce in order to create a diverse and multicultural workplace culture. A key element of its strategic operations plan is to create an environment in which diverse members can envision themselves in leadership positions. All ownership, management, and staffing are part of the entity's diversity and the goal is to make everyone's needs and concerns a part of the corporate culture and to be known as a place where all kinds of people succeed.

B.O.T.'s Diversity and Cultural awareness training will include:

**Raising cultural awareness-** Sensitivity and diversity training can help B.O.T.'s agents recognize and respond to their unconscious or hidden bias based on stereotypes and unfair assumptions.

**Changing behaviors-** Diversity and cultural awareness training explores inclusivity and the actions associated with improved teamwork and customer service.

**Improving communication skills-** Cultural sensitivity training helps employees understand the nuances of cross-culture communication, i.e. the importance of words, actions, gestures and body language in cultivating relationships with different people and groups.

The Diversity and Cultural awareness training will delve into the following topics:

- Define cultural awareness and the diverse cultures in the workforce communities.
- Cultural values and attitudes.
- Communication styles.
- Cross-cultural management skills.
- Developing cultural awareness and the Company plan of action.
- Language issues.
- Tips for specific countries, religions, veterans, genders, LGBTQ, and abilities.

#### **Diversity Plan Measurements:**

In order to effectively track its success and improve equity recruiting and hiring, B.O.T. will implement Program Tracking and Measurements metrics that will be analyzed every six

months. These metrics will include both quantitative and qualitative data analysis.

Quantitative Metric Analysis:

1. The number of total positions created and filled by the company within the first year of licensed operation.
2. The number of women, minorities (Black, Latino, Asian,) veterans, people with disabilities, and LGBTQ+s who were hired.
3. The number of women, minorities (Black, Latino, Asian,) veterans, people with disabilities, and LGBTQ+s who were retained.
4. The number of women, minorities (Black, Latino, Asian,) veterans, people with disabilities, and LGBTQ+s who were promoted.
5. The number of job postings by recruiting source.
6. The number of responses per recruiting source.
7. The number of hires per recruiting source.
8. Employee retention rates.

Qualitative Metric Analysis:

1. Employee/Management teamwork analysis.
2. Workflow Analysis.
3. Employee Retention Analysis.
4. Disciplinary Action Analysis.

Through a cross analysis of both the quantitative and qualitative metrics, B.O.T. Retail will determine its Diversity Program efficacy and make adjustments to ensure that minimum goals are attained and preferably exceeded.

## QUALITY CONTROL AND TESTING:

### Overall Testing & Quality Control (QC) Goals

To Dispense and produce consistent and quality marijuana products to the general adult use population of the Commonwealth is the main goal of the Company . B.O.T aims to become synonymous with the experience of offering consistent products that produce a desired effect at an affordable price point. B.O.T will provide a range of edible and concentrate products to provide a variety of consumption/administration methods for customers. Quality control and analytical testing standards must be followed in order to provide this assurance of consistency and safety in products that will be delivered to the end consumer.

B.O.T will test samples from all Retail and production batches to ensure that all marijuana products meet the established testing requirements established by the Commission and are fit for consumption. Samples will be submitted for testing to a licensed third-party laboratory through a predetermined pickup schedule to ensure consistent frequency of testing. B.O.T has chosen to randomize control over the testing schedule so as to deter possible alternation of information by instituting internal checks.

Any materials or supplies that enter the B.O.T premise are subject to testing to ensure safety and accurate product knowledge. All ingredients, including active, inactive, extracts, water and equipment will be tested to ensure the absence of contaminants as well as to establish a chain of custody to track down the source of any contaminants, if discovered.

All equipment and machinery used in, extracting, processing, refining, baking, mixing, and packaging marijuana products will be regularly serviced to maintain optimal function. An on hand inventory of maintenance equipment including back up equipment, cleaning supplies and equipment parts will be stocked on premise at the marijuana establishment to ensure minimal downtime for production at the facility.

### Marijuana and Marijuana Product Testing for Contaminants & Potency

All marijuana products and extracts will be tested for the cannabinoid profile and for contaminants, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and non-organic pesticides in compliance with DPH regulations and protocols and any additional requirements set forth by 935 CMR 500.160. All testing records will be maintained on file for at least one year. In the event that testing reveals unacceptable levels of contaminants or undesirable cannabinoid profiles, agents will be responsible for following corrective procedures in response to such test results and pursuant events. B.O.T's testing response policy will be made readily available to the Commission and local law authorities upon request. Frequency of testing and auditing of testing preparation procedures will be compliant with all protocols and guidance issued by the Commission and the DPH.

Testing of all marijuana products shall be performed by a Commission approved Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. B.O.T will establish and maintain a contractual relationship with a Commission approved third-party testing laboratory that is licensed and in good standing. All storage and transportation of testing samples will comply with 935 CMR 500.105(11) and 935 CMR 500.105(13), respectively. B.O.T will ensure that all

excess marijuana from testing is returned to the point of origin and disposed of pursuant to 935 CMR 500.105(12). B.O.T will ensure that no marijuana or marijuana products produced at the facility will be made available for sale or marked suitable for adult use that has not first been tested in compliance with all guidelines set forth by the Commission in 935 CMR 500.160.

Laboratory analysis will be performed by a third-party analytical laboratory that is:

- In compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH;
- Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body such as A2LA or ACLASS; and/or
- Certified, registered, or accredited by an organization approved by the DPH, or otherwise acknowledged by the Department of Public Health. In collecting samples of marijuana products after extraction or Dispense, B.O.T agents will:
- Wear disposable gloves to mitigate the potential for contamination of samples;
- Ensure that the sampling area is clean and decontaminated and lay out any tools and equipment needed;
- Samples of all marijuana products will be properly homogenized prior to analysis.
- Collect the sample using an appropriate tool that has been cleaned and sanitized and use caution to not touch the sample with hands or allow the sample to touch anything that might cause cross contamination;
- To avoid cross contamination of samples, any tools or equipment that comes in contact with the finished marijuana products or other marijuana products in production should be cleaned and sanitized before collecting the next sample;
- If necessary, place the sample in a stainless-steel bowl or on a decontaminated and sterilized cutting surface for homogenizing the sample using either the sample collection tool or separate clean, decontaminated implement;
- Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
- All samples should be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers will be firmly closed and appropriately labeled with production batch or sampling source information.
- All samples should be refrigerated or maintained on ice until shipped to the analytical laboratory to preserve the chemical and biological composition of the samples,
- Manifests should be completed immediately prior to shipment to the third party approved analytical laboratory.

All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000

- Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including
  - Maintaining adequate personal cleanliness; and
  - Washing hands appropriately. 935 CMR 500.105(3)
- Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. 935 CMR 500.105(3)
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. 935 CMR 500.105(3)
- Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. t to 935 CMR 500.105(12). 935 CMR 500.105(3)
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. 935 CMR 500.105(3)
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- All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. 935 CMR 500.105(3).
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. 935 CMR 500.105(3)
- Water supply shall be sufficient for necessary operations. 935 CMR 500.105(3)
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. 935 CMR 500.105(3)
- The establishment shall provide its employees with adequate, readily accessible toilet facilities. 935 CMR 500.105(3)
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. 935 CMR 500.105(3)
- No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory. 935 CMR 500.140(9)
- The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary. 935 CMR 500.160(2)