



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR285438
Original Issued Date: 02/20/2026
Issued Date: 02/20/2026
Expiration Date: 02/20/2027

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: John Williams Street Investments LLC

Phone Number: 781-507-4927 **Email Address:** cullenschultz@gmail.com

Business Address 1: 20 John Williams Street, Unit 2

Business Address 2:

Business City: Attleboro

Business State: MA

Business Zip Code: 02703

Mailing Address 1: 80R Carlisle Rd

Mailing Address 2:

Mailing City: Westford

Mailing State: MA

Mailing Zip Code: 01886

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: 91

Percentage Of Control: 100

Role: Owner / Partner

Other Role:

First Name: Cullen

Last Name: Schultz

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: 3

Percentage Of

Control:

Role: Executive / Officer

Other Role:

First Name: Carlos

Last Name: Bryant

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 3

Percentage Of

Control:

Role: Executive / Officer

Other Role:

First Name: Victor

Last Name: Thomas

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 3

Percentage Of Control:

Role: Executive / Officer

Other Role:

First Name: Ryan

Last Name: Perilli

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

Close Associates or Member 1

First Name: Timothy

Last Name: Schultz

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Timothy Schultz is lending capital resources to John Williams Street Investments LLC. Timothy Schultz has no managerial or operational interests of the Marijuana Establishment.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Timothy

Last Name: Schultz

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$250000 Percentage of Initial Capital: 91

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Ryan

Last Name: Perilli

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$25000

Percentage of Initial Capital: 9

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 20 John Williams St, Unit 2

Establishment Address 2:

Establishment City: Attleboro

Establishment Zip Code: 02703

Approximate square footage of the establishment: 10000

How many abutters does this property have?: 42

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
Executed HCA	Host Community Agreement Part 2 of 2.pdf	pdf	685c61f6579f40c1439206ea	06/25/2025
Executed HCA	Host Community Agreement Part 1 of 2.pdf	pdf	685c6212579f40c143920707	06/25/2025
Community Outreach Meeting Documentation	community attestation form (1).pdf	pdf	68618a7b6f0f5597c907445c	06/29/2025
Plan to Remain Compliant with Local Zoning	Supplemental Plan for Compliance with City Ordinances V1.pdf	pdf	68618a7f6f0f5597c9074470	06/29/2025
Community Outreach Meeting Documentation	JWSI-Outreach doc signed by JWSI.pdf	pdf	68618ad46f0f5597c9074493	06/29/2025
Community Outreach Meeting Documentation	JWSI-Proof of Notice Meeting in newspaper-compressed.pdf	pdf	68618c087db882c01c852364	06/29/2025
Community Outreach Meeting Documentation	JWSI-Proof of Notice to Abutters part 2-Receipt_Redacted FINAL.pdf	pdf	689219191eca271ddd98a3b0	08/05/2025
Community Outreach Meeting Documentation	JWSI-Proof of Notice to Abutters_Redacted.pdf	pdf	6892198097444ac6c4b41cd9	08/05/2025

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Other	Letter from United Neighbors- re JWSI Positive Impact Plan.pdf	pdf	685c65fc579f40c143920b0a	06/25/2025

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**
First Name: Cullen **Last Name:** Schultz **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Executive / Officer **Other Role:**
First Name: Carlos **Last Name:** Bryant **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Executive / Officer **Other Role:**
First Name: Victor **Last Name:** Thomas **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Executive / Officer **Other Role:**
First Name: Ryan **Last Name:** Perilli **Suffix:**
RMD Association: RMD Staff
Background Question: no

Individual Background Information 5

Role: Other (specify) **Other Role:** Financial Lender
First Name: Timothy **Last Name:** Schultz **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
Department of Unemployment Assistance -	ATTESTATION_CONCERNING_DUA_CERTIFICATE_JWSI.pdf.pdf	pdf	685caff56f0f5597c904f342	06/25/2025

Certificate of Good standing				
Department of Revenue - Certificate of Good standing	JWSI-DOR GS Cert-April 4 2025.pdf	pdf	685caff6f0f5597c904f356	06/25/2025
Secretary of Commonwealth - Certificate of Good Standing	Sec of State Corporations Cert of Good Standing - JWSI (1).pdf	pdf	685cb00c6f0f5597c904f36a	06/25/2025
Articles of Organization	2023 Cert of Amendment JWSI.pdf	pdf	685cb0656f0f5597c904f38a	06/25/2025
Articles of Organization	2023 Cert of Organization JWSI LLC.pdf	pdf	685cb0726f0f5597c904f39e	06/25/2025
Bylaws	First Amendment to First Amended and Restated Operating Agreement for CCC Submission (1).pdf	pdf	685cb1986f0f5597c904f3d0	06/25/2025
Bylaws	First Amended and Restated Operating Agreement for CCC Submission (1).pdf	pdf	685cb1b67db882c01c82b19f	06/25/2025

No documents uploaded

Massachusetts Business Identification Number: 001659392

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Insurance compliance letter.pdf	pdf	685cb3606f0f5597c904f4cc	06/25/2025
Operating Agreement or Articles of Incorporation	First Amendment to First Amended and Restated Operating Agreement for CCC Submission (1).pdf	pdf	685cb37e7db882c01c82b270	06/25/2025
Operating Agreement or Articles of Incorporation	First Amended and Restated Operating Agreement for CCC Submission (1).pdf	pdf	685cb3947db882c01c82b284	06/25/2025
Proposed Timeline	Business Development Plan June 16 2025 Final .pdf	pdf	685cb3a17db882c01c82b298	06/25/2025
Plan for Liability Insurance	Plan to Obtain Liability Insurance.pdf	pdf	686190ab6f0f5597c90746ca	06/29/2025
Business Plan	Business Development Plan Aug 18 2025-FINAL.pdf	pdf	68a497c597444ac6c4c2df3b	08/19/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for obtaining marijuana or marijuana products.pdf	pdf	68617b2b6f0f5597c9073ef2	06/29/2025

Record Keeping procedures	Record Keeping procedures.pdf	pdf	68617b3a7db882c01c85200e	06/29/2025
Storage of marijuana	Storage of marijuana.pdf	pdf	68617b406f0f5597c9073f1d	06/29/2025
Restricting Access to age 21 and older	Restricting Access to age 21 and older.pdf	pdf	68617b486f0f5597c9073f31	06/29/2025
Security plan	Security plan.pdf	pdf	68617b4d7db882c01c852025	06/29/2025
Transportation of marijuana	Transportation of marijuana.pdf	pdf	68617b956f0f5597c9073f71	06/29/2025
Personnel policies including background checks	Personnel policies.pdf	pdf	68617b9c6f0f5597c9073f85	06/29/2025
Maintaining of financial records	Maintaining of financial records.pdf	pdf	68617bac6f0f5597c9073fad	06/29/2025
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	68617bb46f0f5597c9073fc1	06/29/2025
Quality control and testing	Quality Control and Testing Procedures 2.0.pdf	pdf	68921c581eca271ddd98aba1	08/05/2025
Qualifications and training	Qualification and Intended Training for Agents.pdf	pdf	68921c621eca271ddd98abb8	08/05/2025
Prevention of diversion	Prevention of Diversion 2.0.pdf	pdf	68921c691eca271ddd98abcf	08/05/2025
Inventory procedures	Inventory Procedures 2.0.pdf	pdf	68921d1297444ac6c4b428fb	08/05/2025
Diversity plan	Diversity Plan 3.0.pdf	pdf	68a49bb497444ac6c4c2ec99	08/19/2025
Dispensing procedures	Dispensing Procedures 3.0.pdf	pdf	68a49bb61eca271ddda79c17	08/19/2025

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

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): 03/28/2025
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: 03/14/2025

b. Name of publication: Sun Chronicle

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

a. Date notice filed: 03/19/2025

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: 03/20/2025

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:

John Williams Street Investments LLC

Name of applicant's authorized representative:

Cullen Schultz

Signature of applicant's authorized representative:



John Williams Street Investments, LLC

**Plan to ensure the Applicant is or will be compliant
with the Local Zoning Ordinances of the City of Attleboro,
in satisfaction of requirements of 935 CMR 500.101(1).**

The Applicant, John Williams Street Investments, LLC, hereafter the “Applicant” or "JWSI", a Massachusetts limited liability corporation will submit an application to the City of Attleboro (“the City” or “Attleboro”) for a special permit to operate a Marijuana Establishment engaged as a Marijuana Retailer, pursuant to Section 17-10.15 of the Attleboro Zoning Ordinance.

The following has been consistent with the sequence and numbering of Attleboro Zoning Ordinance Section 17-10.15.E.3 Special Permit Application Requirements, 17-10.15.F. General Requirements, and 17-10.15.G.

The following are the City of Attleboro’s Standards for granting of a special permit to operate as a Marijuana Retailer and the Applicant’s Responses showing satisfaction of and compliance with such Standards:

E.3. Special Permit Application Requirements

a. An executed Host Community Agreement between Applicant and the City.

Response: The City has a signed counterpart of the Host Community Agreement a copy of which is attached to this Application.

b. If the application is being filed by an agent for the owner, documentation from the owner must explicitly acknowledge that the owner is aware that the proposed use of the property is a marijuana business.

Response: Attached hereto is a Lease and Lease Amendment showing authorization to use the property for a marijuana business, signed by John Davis as he is the Trustee of MJR Family Trust, owner of the property.

c. The legal name of the registered marijuana dispensary.

Response: John Williams Street Investments, LLC.

d. A notarized copy of the name, address, and date of birth of each principal officer and member of the marijuana business.

Response: A notarized copy of the name, address, and date of birth of each principal officer and member of the marijuana business will be provided to the City.

e. The proposed activities, including how the marijuana business intends to operate in compliance with the General Requirements described below.

Response: The activities on the premises will be a Marijuana Establishment engaged as a Marijuana Retailer. Compliance will be maintained by personnel that are trained in policies and procedures that include internal auditing on a regular basis of their adherence to these policies and procedures. The Dispensing Operations Plan will be submitted to the City.

f. Details of all proposed exterior security measures for the marijuana business.

Response: Cullen Schultz, Sole Member and Manager of JWSI, has extensive experience in managing and operating Marijuana Retail facilities. JWSI's Security Plans and Procedures will ensure compliance with all applicable regulations and regulatory documents.

JWSI's alarm and surveillance equipment is well designed to ensure the retail operation is secure. The hardwired alarm system will ensure the building is secure at all times. Cameras will be installed to ensure coverage for all locations required by the regulations, including the outside perimeter of the facility. Camera footage will be recorded and stored in a closed system and will be accessible on site and remotely. External surveillance cameras and entry indication sensors will be included to monitor perimeter access points. A DVR system will record video surveillance, all footage shall be retained for a minimum of ninety (90) days. JWSI will ensure all security equipment is in good working order through monthly and annual inspections. The Security Plans and Procedures will be provided to the City.

g. Detailed written operating procedures as required by the Massachusetts Department of Public Health in 105 CMR 725.105 and as otherwise required by other applicable law or regulation for a Medical Marijuana Treatment Center, OR detailed written operating procedures as required by the Cannabis Control Commission in 935 CMR 500.000 and as otherwise required by other applicable law or regulation for a Marijuana Establishment.

Response: Operating Procedures in compliance with the above, will be provided to the City.

h. The proposed waste disposal procedures for the marijuana business.

Response: All waste, including waste composed of or containing finished marijuana and marijuana ingestible products ("MIPs"), will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations (935 CMR 500.105(12)). Waste will be discarded in accordance with JWSI's disposal procedure, as found in Section 12 of the JWSI's Dispensing Operations Plan.

Waste Disposal Recordkeeping: JWSI will maintain a written record of the date, the type and quantity of all forms of waste containing plant material is disposed of, including the manner and place of disposal, and the agents who witnessed the disposal, including their signatures. JWSI will keep disposal records for at least five (5) years.

i. A list of any waivers from the Massachusetts Department of Public Health regulations or Cannabis Control Commission regulations granted for the marijuana business.

Response: JWSI is not seeking a waiver(s).

j. A detailed floor plan of the proposed marijuana business that identifies the dimensions and gross square footage and describes the function of each areas of the business/floor space, including areas for any preparation of marijuana-infused products.

Response: A copy of the floor plan satisfying these requirements will be provided to the City.

k. The name, telephone number, and email address of an emergency/after-hours contact person for the marijuana business.

Response: The contact information for Cullen Schultz will be provided to the City.

l. A site plan which demonstrates the proposed business complies with the Standards for the granting of a special permit. The site plan shall comply with the minor project site plan review submission requirements pursuant to §17-15.0(J) SITE PLAN REVIEW. The site plan shall also show the distances between the proposed marijuana business and the items outlined in §17-10.15(G)(3) LOCATION.

Response: A copy of the site plan in compliance with the above will be submitted to the City.

F. General Requirements

1. No marijuana shall be smoked, eaten or otherwise consumed or ingested upon the premises of a marijuana business.

Response: Policies and Procedures of the Applicant prohibit any consuming of marijuana on the premises by employees, customers, vendors, patients, or visitors of any kind.

2. The marijuana business shall be designed to minimize any adverse impacts on abutters and other parties in interest.

Response: The location the Applicant intends to operate is bordered on three (3) sides by

commercial buildings. That said, there are single-family residences located across John Williams Street and JWSI intends to make considerable effort to minimize its operation's impact on all abutters and other parties in interest.

3. The marijuana business must provide adequate security measures to ensure no individual participant will pose a direct threat to the health or safety of other individuals, and the storage and/or location of marijuana product is adequately secured.

Response: The Applicant will demonstrate to the City, that its policies, procedures, and security equipment employed by the Applicant throughout the premises will provide adequate security.

4. The marijuana business must adequately address issues of traffic demand, circulation flow, parking and queuing, particularly at peak periods at the business, and its impact on neighboring uses.

Response: The Applicant will demonstrate that its proposed use will not create undue traffic congestion, nor will it unduly impair pedestrian safety. The subject property is located on John Willams Street, a location with minimal pedestrian and automobile traffic. Moreover, there will be 36 off-street parking stalls for patrons and 9 off-street parking stalls for employees.

5. Marijuana businesses may only use the designated areas depicted on the plans filed with the Special Permit Granting Authority for the purposes of operating such a business.

Response: The Marijuana Business will only take place on the locations referenced in the floor plan that will be submitted to the City in compliance with the above requirement.

6. Marijuana retail sales or medical marijuana patient sales, may not occur within the hours of 8:00 p.m. to 8:00 a.m. and may be further restricted as a condition approval for the Special Permit by the Special Permit Granting Authority.

Response: Hours of operation will be restricted to 8:00 a.m. to 8:00 p.m., Monday through Sunday; no sales within the hours of 8:00 pm to 8:00 am.

7. All aspects of a marijuana business dealing with marijuana itself shall take place at a fixed location within a fully enclosed building with the exception of operations associated with shipping and receiving.

Response: Marijuana Retail will only take place within the confines of the first floor of Tenant Unit C, 20 John Williams Street Attleboro, Massachusetts, with the exception of operations associated with shipping and receiving.

8. The gross floor area for the customer or patient accessible areas of a Medical Marijuana Treatment Center or Marijuana Retailer shall not exceed 5,000 square feet.

Response: The customer accessible areas of the proposed location consists of less than 5,000 square feet, as reflected on the site plans that will be submitted to the City.

9. A marijuana business shall not be located in a building that contains any pharmacy, medical doctor offices or the offices of any other professional practitioner authorized to prescribe the use of medical marijuana.

Response: The building of the premises that will be used by the Applicant, will not contain any pharmacy, medical doctor offices or the offices of any other professional practitioner authorized to prescribe the use of medical marijuana.

10. A marijuana business shall not be located in a building that contains any residential units, including transient housing such as hotels, motels and dormitories.

Response: The building of the premises that will be used by the Applicant does not contain any residential units, including transient housing such as hotels, motels and dormitories.

11. A marijuana business shall not be located in any premises for which an alcoholic beverages license has been issued.

Response: No alcoholic beverage license has been issued for the subject property.

12. A marijuana business shall not have a drive-up window or provide/offer any drive- thru service.

Response: The Applicant's proposed use of the subject property does not include having a drive-up window or drive-thru service.

13. Ventilation - all marijuana businesses shall be ventilated in such a manner that:

a. no pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere

b. no odor that poses a nuisance from marijuana cultivation, processing or manufacturing can be detected by a person with an unimpaired and otherwise normal sense of smell at the boundary of the permitted site.

Response: The Applicant will demonstrate to the City that its facility is to be designed to prevent the dispersion of any chemicals or odors into the outside atmosphere.

14. The site shall be properly landscaped, including lawn areas, trees, and shrubbery.

Response: The Applicant's proposed use of the subject property includes plans to introduce and maintain proper landscaping.

15. The entrance shall be visible from a public street or from the business's frontage.

Response: The Applicant will demonstrate that the entrance is located on the front portion of the building and is visible from the establishment's frontage.

16. A marijuana business shall be located in a permanent building. A marijuana business is expressly prohibited to be located in a trailer, cargo container, motor vehicle, or in any other impermanent space or structure.

Response: The Applicant's proposed location is a two-story permanent building.

17. A marijuana business shall comply with the off-street parking requirements contained in §17-5.0 Off-Street Parking and Loading Regulations, unless a variance or waiver is granted by the Special Permit Granting Authority.

Response: The Applicant's plan includes 36 off-street parking spaces which complies with §17-5.0 Off-Street Parking and Loading Regulations.

18. The site shall be properly illuminated for security purposes.

Response: The exterior of the Applicant's facilities will be sufficiently lit to allow for the Applicant's video surveillance and personal safety. There are existing wall-mounted lighting fixtures that are depicted on the site plan.

19. In addition to complying with the signage requirements of 105 CMR 725.000, 935 CMR 500.000, signage shall also comply with the provisions of §17-16.0 SIGNS, unless a variance or waiver is granted by the Special Permit Granting Authority.

Response: Other than security related signs, the only exterior signage will be the company name. If it is illuminated, it will only be on from a half hour before sunset to closing, in compliance with the above.

20. A marijuana research facility may not sell marijuana cultivated under its research license.

Response: The Applicant's facility is not and will not be a research facility.

21. All research regarding marijuana shall be conducted by individuals 21 years of age or older.

Response: The Applicant's facility is not and will not be a research facility.

G. Standards for the granting of a special permit

1. The Special Permit Granting Authority may not grant a special permit for a Marijuana Retailer if five (5) or more are actively being operated. This license limit does not apply to other marijuana business license types.

Response: JWSI does not operate five or more Marijuana Retailer locations and there are not five (5) Marijuana Retailers operating in the City.

2. Location:

a. No portion of any building containing a marijuana business use shall be located within one hundred (100') feet of any "Residential" zoning district.

Response: The building that the Applicant is proposing to use for retail operations is located 207 feet from the nearest residential zoning district.

b. No portion of any building containing a marijuana business shall be located within the following designated areas.

- 1. One hundred (100') feet of a principal residential use.**
- 2. Five hundred (500') feet of an existing public or private school providing education in kindergarten or any of grades 1 through 12.**
- 3. Five hundred (500') feet of a registered daycare center, family day care home, and group day care home.**
- 4. Five hundred (500') feet from any public park, playground, or facility in which children commonly congregate.**

Response: The Applicant's location complies with all four of the distance requirements as will be demonstrated to the City with the site plan.

c. The distance between any building containing a marijuana business, and the uses cited above is established by measuring in a straight line, without regard for intervening structures or natural features, from the closest point of any marijuana business building in which a marijuana business is located, or is to be located, to the nearest point of a lot line containing the above use.

Response: This is the method utilized to determine the distances and confirming compliance.

d. Marijuana businesses with multiple licenses issued to the same legal entity may co-locate within the same facility or on the same premises.

Response: The Applicant does not have multiple licenses.

e. Marijuana businesses with licenses issued to separate legal entities may co-locate within the same facility or on the same premises provided however each marijuana business shall independently comply with the requirements the Zoning Ordinance, Mass. Gen. Laws Ch. 40A, Ch. 94G, Ch. 941 and Ch. 369 of the Acts of 2012, Massachusetts regulations, including, but not limited to, 105 CMR 725.000 and 935 CMR 500.000.

Response: This does not apply to the Applicant. The Applicant does not have multiple licenses and there is only one entity.

03/19/2025

To Whom It May Concern,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 28th, 2025 at 7:00pm EST. The meeting will take place at 20 John Williams St., Attleboro MA 02703. The proposed dispensary, cultivation, and manufacturing facility is going to be located at 20 John Williams St., Attleboro MA 02703. There will be an opportunity for the public to ask questions. All are welcome to attend.

Best Regards,

Cullen Schultz

John Williams Street Investments, LLC

cullenschultz@gmail.com

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Attleboro-North Attleboro, Mass.

FRIDAY, MARCH 14, 2025

\$2 newsstand

Guardisman pleads guilty

Admits to military charges, appeals to Trump for help

By **MICHAEL CASEY**
Associated Press

BEDFORD — Jack Teixeira, the Massachusetts Air National Guard member from Dighton who caused an international uproar when he leaked highly classified documents about the war in Ukraine, pleaded guilty to military charges of obstructing justice at his court-martial



Jack Teixeira

President Biden and force-fed to the American people” about the war in Ukraine.

Thursday and called himself a “proud patriot.”

In a 10-minute address, Teixeira said he was “exposing and correcting the lies that were perpetrated by

“I believe the Department of Justice was politicized against President Trump and myself,” added Teixeira, who said he acted alone when he shared the documents in a geopolitical chatroom on Discord, a social media platform popular with online gamers. He called on Trump and members of his administration to reverse his convictions.

“If I saved one American,

Russian or Ukrainian life in this money-grabbing war, my punishment was worth it,” he said.

The judge agreed to the plea deal, which calls for dishonorable discharge and no jail time.

Teixeira was already sentenced last year to 15 years in prison after pleading guilty in federal court to six counts of willful retention and transmission of national defense information under

the Espionage Act, following his arrest in the most consequential national security breach in years.

Military prosecutors said before the court-martial at Hanscom Air Force Base that charges of disobeying orders and obstructing justice were appropriate given that obeying orders is the “absolute core” of the military.

SEE **TEIXEIRA**, PAGE A2 ▶



MARK STOCKWELL/THE SUN CHRONICLE

Attleboro firefighters organized a “Light Up Sturdy” parade of lights, sirens and horns on April 21, 2020, as fire and police apparatus from over nine communities circled the hospital. The effort was to express their thanks to the doctors, nurses and staff for being on the front lines of the coronavirus pandemic. Above, Sturdy personnel acknowledge the gratitude.

What if it happens again?

Five years on, state may not be prepared for another pandemic

By **MAYA MITCHELL**
For The Sun Chronicle

This is sixth of a series of stories looking back on the coronavirus pandemic.

Five years after the first case of what was then a novel coronavirus infection, health care professionals and state legislators worry Massachusetts isn't ready if another pandemic were to happen.

Today, they say, public health and health care in Massachusetts is forever changed. Hospitals still have not recovered in terms of bed capacity and health care worker burnout.

And while the virus has not mutated

COVID-19: Five years later
Looking back, looking ahead

since the Omicron variant emerged in November 2021 — and COVID-19 is now treated in a similar fashion to influenza — they worry that the state doesn't have the public health resources to respond if a new pandemic emerged.

The first COVID-19 case was reported in Massachusetts on Feb. 1, 2020, involving a University of Massachusetts Boston student who had returned to Boston from Wuhan, China. Roughly six weeks later, on March 10, then-Gov. Charlie Baker declared a state of emergency to “prevent and mitigate the spread of COVID-19.”

The order stopped state-related work travel, canceled or moved conferences to virtual attendance, activated the Massachusetts Emergency Management Agency, instructed the MBTA to follow a new cleaning protocol, encouraged elderly people to stay out of large crowds and relaxed K-12 school attendance mandates.

Three days after Baker's declaration, President Donald Trump declared a nationwide emergency. On March 27, Boston Mayor Marty Walsh and Boston Public School Commissioner Brenda Cassellius announced a district-wide school closure.

Amid widespread confusion about the

SEE **COVID**, PAGE A2 ▶

AHS senior asks for leniency

Hundreds support student who was reportedly banned from sports events

By **GEORGE W. RHODES**
grhodes@thesunchronicle.com

ATTLEBORO — An Attleboro High School student has reportedly been prohibited from attending local sporting events after admittedly making a rude gesture following his school's loss to Springfield Central High during a basketball playoff game last week.

Senior Patrick Lennon “flipped off” the other team at the end of the game and, as a result, is not allowed to attend AHS sporting events, according to reports.

Lennon said what he did was wrong, but he is hoping for a lesser punishment.

“Emotions were rising and I guess I got ahead of myself,”

SEE **AHS**, PAGE A1 ▶

Booze battle



JEFF CHIU/AP

President Trump threatens retaliatory 200% tariff on European wine, like this French Bordeaux. **Story, A5.**

Karen Read can be retried, federal judge rules

Karen Read is pictured July 1 in Dedham Superior Court, the day a mistrial was declared in her case.

PAT GREENHOUSE/ASSOCIATED PRESS



By **STEPHEN PETERSON**
speterson@thesunchronicle.com

A U.S. District Court judge ruled Thursday that retrying Karen Read for the murder of her cop boyfriend wouldn't constitute double jeopardy.

Read and her legal team have been trying to halt a second trial that is scheduled to begin next

month, contending she can't be tried a second time on the same charges.

Read, 45, a former Mansfield resident, had asked the court to dismiss charges of second-degree murder and leaving the scene of an accident for the January 29, 2022 death of John O'Keefe.

The petition cited comments

from jurors after the first trial ended with a hung jury. The jurors reportedly said they had decided unanimously to acquit Read on the charges.

Read's lawyers had requested the court bring in the jurors to determine whether they had acquitted her.

SEE **READ**, PAGE A4 ▶

TODAY: H: 55 L: 36
Mix, sun and clouds.
POP: 30%



A8

CITY & TOWN

Norton grapples with another tight school budget. **A3**

STATE

Mass. health care system seen “falling apart.” **A8**

Advice.....B7
Classified.....B6
Comics.....A6
Puzzles.....B7
Sports.....B1
TV.....B4



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AHS: Student supported by two city councilors

FROM PAGE A1

Lennon told WJAR-TV in Providence. “I do not condone what I did. It was just the heat of the moment. I should be getting in trouble, but I think the punishment is too harsh.”

An online petition asking school leaders to reconsider is circling in the community. More than 480 people had signed it as of Wednesday night.

School Superintendent David Sawyer said via email Thursday he cannot comment on a student’s discipline, but added that under the Student Handbook, “the school administration decides all punishment. I often have to explain to dissatisfied families that I only have the authority to hear appeals of suspension of ten or more days. Anything less than that is outside my purview.”

“As fairness is often subject to interpretation, it is reasonable to ask whether any given outcome is just,” Sawyer said. “However, because schools are legally prohibited from publicly explaining themselves in these situations, it is almost always a question that is impossible to examine transparently.”

“Historically, an incomplete understanding of the

incident, mitigating pre-existing context, and the consequences of progressive (escalating measures) discipline are all factors that can be unknown to outside observers, which help to explain what otherwise seems unfair.”

Sawyer said he could not confirm Lennon’s punishment.

Council president Jay DiLisio lent some support to Lennon.

“Good sportsmanship is vital to protect the integrity of the game, both from the athlete’s perspective as well as the spectators,” DiLisio said via email.

“While this behavior doesn’t reflect what we have come to expect as BLUE PRIDE, I feel as though Mr. Lennon has taken accountability for his actions. I was impressed to see Mr. Lennon was contrite with his comments, and I hope that is taken into account.”

City Councilor Nicholas Lavoie said the punishment was too harsh.

“I coach Blue Pride. I coach to be respectful, but playoffs, tempers run high, things get crazy on both sides and I think we just have to be a bit more mature when we’re handing punishments to kids,” Lavoie told WJAR. “It seems very harsh.”

COVID: Is state prepared for another pandemic?

FROM PAGE A1

nature and potency of the virus — exemplified by a “super spreader” outbreak at a biomedical conference at a Boston hotel — the commonwealth had to prepare to deal with the virus rather quickly.

On March 4, about three weeks after the first case reached Massachusetts, the Legislature’s Committee on Public Health held a hearing on “Coronavirus Preparedness and Response,” where medical professionals explained what the virus was and what implications it could have on Massachusetts residents.

One of the experts was Dr. David Hamer, an epidemiologist who specializes in infectious diseases. He remembered the chaos of that day, having to “hustle across town” from Beacon Hill to WBUR’s office in Allston to talk to reporters.

“People were already starting to get sick,” he said. “Everybody was in one big room. Nobody’s wearing masks yet, because this was prior to mask use. And basically I fielded a bunch of questions and tried my best to explain things to them.”

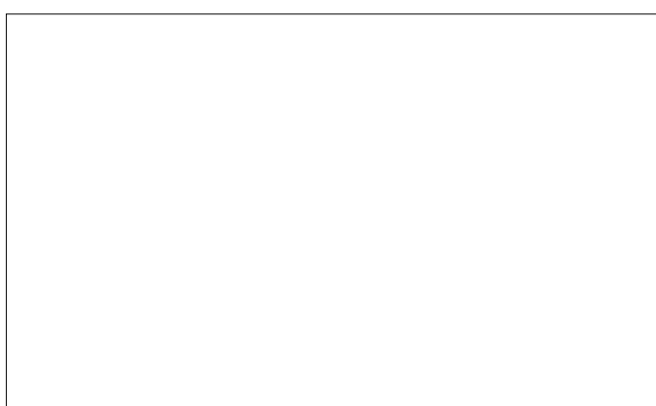
Hamer was busy during the first few months of the pandemic. That initial conversation led to a Monday morning radio show for over a year to give updates on the pandemic.

As a professor at Boston University’s School of Public Health, he also spent time researching the virus, looking into diagnostics, personal protection measures and treatment. He also worked with former BU President Robert Brown and other higher education leaders in Massachusetts to figure out a way to manage the pandemic while trying to keep students on campus. Ultimately remote learning became standard practice as the pandemic spread.

Hamer has high praise for the efforts by the state Department of Public Health during those turbulent days.

“They tried hard to work with us to do the best possible thing for the communities, but also to really listen to outside voices,” he said.

That was made possible through federal funding DPH had received to support preparedness planning from as early as 2001. Events like the outbreak of H1N1 swine flu, ice storms and terrorism incidents such as the 2013 Boston Marathon bombings had “tested our preparedness efforts and fortified our planning and response activities,” a DPH spokesperson said.



Then-Gov. Charlie Baker, center, visits a coronavirus testing site in a parking lot at Gillette Stadium in April 2020.

STEVEN SENNE/AP

Lawmakers reflect on challenges

At the same time, the Legislature had to find a way to continue to conduct state business under the restrictions of the pandemic.

“It was extremely difficult for everyone in the Legislature, and just like literally everyone around the world, had to shift into remote mode on a moment’s notice, and that was challenging,” said state Sen. Becca Rausch, D-Needham, who served on the Legislature’s Committee of Public Health from 2019-2022. She represents Norfolk, Plainville and Wrentham as part of her Senate district.

In the months between March and May, lawmakers passed statutes and took measures to be able to hold public hearings, votes and sessions virtually to keep public access to the government, according to state Sen. Bill Driscoll, D-Milton. He chaired the Legislature’s Committee on Emergency Preparedness and Management from 2021 to 2024 while serving in the House.

Many of the rules surrounding legislative attendance put in place five years ago are still around.

A notable moment for the Senate’s current chair of the Legislature’s Committee on Public Health was one of the public hearings after the state’s vaccination appointment system crashed when swamped with requests.

He said he believed “a lot of good outcomes in terms of course correction and working with the administration” came out of that hearing and the resulting statewide listening tour. Throughout the pandemic, the committee worked to appropriate money for vaccines, testing, contact tracing.

According to state Sen. Jo Comerford, D-Northampton, who was Senate chair of the committee from 2019 to 2022, the panel focused a great amount on attention on local and regional health because of the inequity of

public health staffing across different communities around the state.

“Poor communities, communities of color, high immigrant communities, rural communities were all at a disadvantage,” she said. “And we had to pay attention to all of these.”

Looking back, Comerford wishes that the state had a stake in funding local and regional public health when the pandemic hit. It does now as a result of the pandemic, but it “would have been much better if we had a local response.”

“The COVID pandemic was backed a lot by a state-wide response, but state-wide efforts have a hard time reaching the hardest to reach,” she said.

Coping on the front lines

The pandemic hit front-line workers in hospitals the hardest. They put their lives on the line to take care of people with the virus at a time when no one knew the extent of the disease.

Katie Murphy, an intensive care unit nurse and president of the Massachusetts Nurses Association, said that even though doctors and nurses were aware that the virus was coming, things got “really bad” and “escalated very fast.”

“Not only was it incredibly stressful having these incredibly sick patients at work, but you couldn’t even get kind of a respite at home because you couldn’t see your family or your children,” she said. “I think we were going so fast, we weren’t even processing it.”

Health care professionals quickly ran out of personal protection equipment and did not have the resources to get more due to supply shortages. Murphy recounted the extreme measures people took when working because “there were so many things we didn’t have.”

“We were running out of PPE,” Murphy said. “There were some hospitals around Massachusetts and in New York where people were

wearing plastic bags. They were wearing veterinary gloves. People were going to Home Depot and buying goggles. I was one of them, buying a crate of goggles because we just didn’t have anything.”

As an intensive care unit nurse, Murphy said her job didn’t change much. She said Brigham & Women’s Hospital became a giant ICU once elective surgeries stopped because they were “all just racing and working to keep these patients alive.”

“Nobody was getting elective procedures like a colonoscopy in special suites, so all of those nurses and physicians were sent to be intensive care unit nurses,” she said. “And trust me, this isn’t something that you just remember after being out of it for 15 years. I was doing a lot of teaching.”

Crowded hospitals forced beds into the hallways and, according to Murphy and state data, they have never left.

Dealing with the aftermath

In the wake of the Steward Health Care crisis and the shortage of community-based care, additional strain has been put on emergency departments in the state.

According to the Massachusetts Health and Hospital Association, there are up to 2,000 “stuck patients” in hospitals at any given time because they cannot access the next level of care they need. This has caused longer emergency room wait times and a lack of available hospital beds.

Hospital emergency departments are fuller than ever, and Driscoll said he worries what would happen if another event sends dozens to the hospital.

“The state of hospital and health care is greatly diminished from where it was even in 2020,” Driscoll said. “We’re hearing from health care professionals that our ability today as a commonwealth to absorb a sudden surge of patients, whether it’s from a mass casualty incident or from a public health emergency like an illness or respiratory illness that the system itself has not recovered.”

Others worry that the state doesn’t have the resources to handle another COVID-like event.

“My worry is that (the Department of Public Health) doesn’t have the money and the resources because a lot of that has been cut back,” Hamer said. “If we were to have a major problem right now, I’m not sure they’d be ready for it.”

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PUBLIC NOTICE

New Dispensary Outreach Meeting.

Date: 03/28/2025
Time: 7:00pm

Location: 20 John Williams Street, Attleboro MA 02703

This meeting is open to all that wish to attend regarding a short presentation, as well as fielding any questions or concerns for a new cannabis dispensary and cultivation facility to open at that location which is

**20 John Williams Street
Attleboro, MA 02703**

TEIXEIRA: Guardsman calls himself ‘proud patriot’

FROM PAGE A1

Teixeira’s lawyer, Lt. Col. Bradley Poronsky, argued Monday that the obstructing justice charge should either be dismissed or go unpunished, saying it amounts to double jeopardy because it already factored into Teixeira’s November sentencing.

A plea agreement was accepted by both sides that drops the disobeying orders

charge. Teixeira pleaded guilty to the obstruction charge, admitting that he used a hammer to destroy a cellphone, a computer hard drive and an iPad after seeing some news reports of the leaked documents. He also admitted to telling his friend to destroy messages exchanged on a communication app.

“I was scared about a potential law enforcement investigation into me and

my friends,” he said in court Thursday.

As the sentencing phase began, Teixeira’s parents said he took an early interest in the military as a child. His father, also named Jack Teixeira, described him as “a good kid, energetic, intelligent, and quirky.”

When his son decided to join the military, “I was excited about it,” the elder Teixeira said. “It was a good option for Jack.” He said it gave him direction and the chance to see the world.

“He made a mistake,” his mother, Dawn Dufault, said. “Everyone makes mistakes. He’s my son, I love him. He deserves a second chance.”

The leaks exposed to the world unvarnished secret assessments of Russia’s war in Ukraine, including information about troop movements in Ukraine, and the provision of supplies and equipment to Ukrainian troops. The leaked documents also revealed assessments of the defense capabilities of Taiwan and internal arguments in Britain, Egypt, Israel, South Korea and Japan. Teixeira also admitted to posting information about

a U.S. adversary’s plans to harm U.S. forces serving overseas.

Teixeira worked as an information technology specialist responsible for military communications networks. His lawyers described Teixeira as an autistic, isolated individual who spent most of his time online, especially with his Discord community, and never meant to harm the U.S.

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CITY & TOWN

Obituaries **A4**Opinion **A7**Weather **A8**

AlongTheWay

Bid on sneakers, help area cats

The Neponset Valley Humane Society has partnered with Foxboro-based leappNINE to raffie off a pair of the latter's hand-painted sneakers to raise money to help area cats and kittens. The winner will be picked on St. Patrick's Day and can select from nine colors and designs for the sneaker. Raffle entries are one for \$5, two for \$10, three for \$15, five for \$20, and 10 for \$30, and can be purchased at neponsethumane.org by midnight Sunday. The drawing will be held live on Facebook at 7 p.m. Monday.

Archaeology program in Norton

The Norton Historical Society's March meeting on Sunday at the Old Schoolhouse, 18 West Main St., will feature a program on archaeology. Starting at 2 p.m., Gregory M. Lott, president of the Massachusetts Archaeological Society, will give a presentation on archaeology in Southern Massachusetts with a focus on Norton. You'll be surprised at the age of artifacts found in town, the society says. Feel free to bring in any local artifacts to share.

HESSCO 5K set for Saturday

The 14th Annual HESSCO 5K at Mick Morgan's is taking place Saturday to raise money for Meals on Wheels. Hundreds of participants will enjoy a walk or run around a picturesque neighborhood. Mick Morgan's Irish Pub and Restaurant is two miles north of Gillette Stadium at 973 Providence Highway (Route 1) in Sharon. Visit hessco.org to register. HESSCO, a Walpole-based nonprofit, helps older adults and individuals living with a disability remain independent at home. It serves communities in southern Norfolk County, including Foxboro, Wrentham, Plainville and Norfolk.

Franklin church giving away clothes

The Community Closet at Franklin United Methodist Church, 82 West Central St. (Route 140), will be open Tuesday, March 18, for those in need of free donated clothes. Hours are 11 a.m. to 1 p.m. or by appointment. To learn more about the Community Closet, including current needs and how to donate and volunteer, check out the March update at franklinumc.org.

Genealogy program Saturday

The Bristol Chapter of the Massachusetts Society of Genealogists will hold a free presentation at noon Saturday at Somerset Library. Margaret R. Fortier will present "Tracing Your Immigrant Ancestors" to guide one through each step of the process with examples. She is a board-certified genealogical researcher, writer, and lecturer specializing in immigrant ancestors who came to New England. She serves on the board of the Association of Professional Genealogists, is co-editor of the National Genealogical Society Quarterly and an instructor for "Tracing Your French-Canadian Ancestors." There is a Zoom option.

HAVE AN interesting bit of news you'd like to see mentioned in the Along the Way column? Email it to news@thesunchronicle.com.

Norton again grappling with tight school budget

By **STEPHEN PETERSON**
speterson@thesunchronicle.com

NORTON — The proposed school budget for the fiscal year starting July 1 would preserve existing positions and programs but not restore 22 positions lost this budget year.

After a relatively heavily-attended public hearing



School Supt. Jennifer O'Neill

The budget represents a \$1.76

million, or 4.96%, increase over this year's \$35.5 million budget. This year's original budget request came in at a 12% jump. "With the deep cuts to programs last year, we want to keep what we have," O'Neill said. "Unfortunately last year we went backwards."

Those reductions — most at the middle and high school

levels — came about largely after multimillion-dollar tax hike requests were rejected by a 2-1 ratio by voters at a special election last July.

There were going to be 29 positions eliminated this year but school officials were able to bring back three positions over

SEE **NORTON**, PAGE A4 ►

Remember When?

Take a step back in time weekly with us



SUN CHRONICLE FILE PHOTO

The downtown Attleboro building at center in this undated photo housed an appliance shop on the bottom floor but is now history. In the background is the Bronson Building on North Main Street. A new Remember When photo will run in this space every Friday, and for more trips down memory lane, check out [thesunchronicle.com/features/nostalgia](https://www.thesunchronicle.com/features/nostalgia). If you have a photo to share, send it to news@thesunchronicle.com.

50, 25 and 10 years ago

By **MIKE KIRBY**
For The Sun Chronicle

A trip down memory lane to this week...
50 years ago

A log cabin built without a permit in North Attleboro's World War I Memorial Park was ordered dismantled by the town's park commission. The cabin was a "meeting place for booze parties," police said, noting that a large pile of beer cans was found 30 paces from the entrance. The commission also wanted to discourage anyone from chopping down trees in the park as the builders of the cabin had done.

25 years ago

Sports Editor Mark Farinella reported that three local women would be playing in



STAFF FILE PHOTO

The Woodcock Garrison House in North Attleboro.

the NCAA's March Madness tournament. Junior Jamie Cournoyer, a graduate of North Attleboro High School, would be on the fifth-seeded Boston College squad. Another North Attleboro alum, sophomore Colleen McGahan, would play for 10 seed

St. Joseph's of Philadelphia. And junior Monika Rothemich, a Bishop Feehan High School grad, was on the 15th-seeded Holy Cross team, which was making its third straight appearance in the Big Dance.

10 years ago

Earl Lund and Barbara McNamee were married in the Woodcock Garrison House, the colonial era historic landmark in North Attleboro. It was the first wedding in the house since the North Attleboro Historical Society took over the building in the 1950s. "We grew up in Attleboro and North Attleboro and we're into the history of the town," Lund said. "... We wanted to find some place that was intimate, quiet and different for our wedding."

MIKE KIRBY can be reached at mkirby@thesunchronicle.com.

City PFAS plant takes funding step

By **GEORGE W. RHODES**
grhodes@thesunchronicle.com

ATTLEBORO — The city council's public works committee has approved a \$15 million loan order increase for the construction of a PFAS (polyfluoroalkyls) removal plant at the Wading River Treatment Plant in Mansfield.

The increase, passed Tuesday night on a 2-0 vote, hikes the loan order from \$35 million to \$50 million and will likely be approved

by the full council next week.

Mayor Cathleen DeSimone and Treasurer Laura Gignac requested the increase due to rising costs of materials and design.

The plant would remove PFAS chemicals, which can harm people if consumed over a long period of time.

Committee Chair Laura Dolan, said, "I can't say the rates won't go up, but we have no choice."

And she noted the state has the strictest PFAS rules in the country.

No one spoke against the increase at a public hearing last week.

Matthew Barry, project engineer for Tata & Howard, which is designing the plant, spoke in favor of it.

While at first the plant was expected to cost \$35 million, the "completed design" raised it to \$39 million, then the cost of ma-

terials upped it to \$42.5 million, Barry said. Subsequently, the decision was made with DeSimone to raise the limit further.

"We wanted to give ourselves that cushion of up to \$50 million, but not to exceed \$50 million," Barry said.

Acting Water Superintendent Matthew Crotty also spoke in favor, emphasizing that it's not as expensive as it would appear.

"This is not a \$50 million project," he said.



JACK DEMPSEY/AP

Columbine High School shooting survivor Anne Marie Hochhalter attends a vigil last April in Denver marking the 25th anniversary of the massacre.

Columbine victim's death ruled homicide

DENVER (AP) — The death of a woman who was partially paralyzed in the Columbine High School shooting has been ruled a homicide, raising the death toll of the 1999 attack to 14.

Anne Marie Hochhalter died Feb. 16 of sepsis — an extreme reaction to infection — and complications from her paralysis were a “significant contributing factor” in her death, the Jefferson County Coroner’s Office said in an autopsy report obtained Thursday. She was 43.

Twelve students and one teacher were shot and killed on April 20, 1999, in the attack on Columbine. The two student gunmen took their own lives.

Hochhalter’s brother, Nathan Hochhalter, said a pressure sore, a common problem for people living with paralysis, led to sepsis. He said he knew that his sister’s life would likely

be shorter because of her paralysis but her death this early was unexpected.

“We didn’t think it would be this bad this soon,” he said.

Hochhalter struggled with intense pain from her gunshot wounds in the years following the shooting, but fought hard to overcome the complications of her injuries and remain positive, family and friends said. She was tireless in her drive to help others, including people with disabilities and members of her family, and she loved dogs, they said.

Hochhalter chose to forgive the mother of one of the gunmen, writing in a 2016 letter to Sue Klebold: “A good friend once told me, ‘Bitterness is like swallowing a poison pill and expecting the other person to die.’ It only harms yourself. I have forgiven you and only wish you the best.”

READ: Family speaks out for disgraced trooper

FROM PAGE A1

Judge Dennis Saylor ruled comments the jurors made after the end of the trial last July don’t constitute a verdict, so she wasn’t acquitted, and a second trial wouldn’t be double jeopardy.

The judge also questioned the legality of bringing back the jurors.

Read is accused of intentionally hitting O’Keefe with her SUV after a night of drinking, then leaving him to die in a snowstorm on the Canton lawn of another Boston cop. She and her attorneys contend

O’Keefe was beaten inside the home and planted on the lawn, and that their client is being framed.

In another development Thursday, the family of disgraced State Trooper Michael Proctor came to his defense.

Proctor was a lead investigator on the case but was suspended after demeaning comments he made about Read came to light during the first trial. He now faces a disciplinary hearing, leaving his job up in the air.

His family pointed out he testified the texts on his personal phone were

unprofessional and regrettable, but that he had had an exemplary record in his 12 years with the State Police.

“Michael — and so many others in his line of work — sees horrible things every day and may at times need to vent personally. He saw a fellow officer die a horrible, tragic death. Who among us has not said something regrettable in moments of stress, shock, or sadness?” Courtney Proctor, his sister, said in a statement. “And how would you feel if the contents of your personal phone were question-

ably released to the public without full context?”

Proctor’s wife said the family has been harassed enough.

“Unfortunately, we know that by speaking out, more harassment will be unleashed on our family. But we can no longer stand by and silently watch Michael’s character be attacked and disparaged so unfairly,” Elizabeth Proctor said. “After exhaustive investigations at both the state and federal level, and a grand jury, only one person has been charged with a crime, the defendant Karen Read.”



KAYLA BARTKOWSKI/POOL PHOTO VIA AP

State Police Trooper Michael Proctor shows the jury a broken taillight while testifying in the trial of Karen Read last June.

Fla. lawmakers honor ‘trailblazing legacy’ of late legislator

TALLAHASSEE, Fla. (AP) — In a state so often bitterly divided along partisan lines, Democrats and Republicans alike were moved to tears as they gathered in Florida’s capitol on Thursday to honor the life and legacy of Democratic state Sen. Geraldine Thompson, a longtime legislator, civil rights legend and educator who died on Feb. 13 at the age of 76, following complications from knee-replacement surgery.

Thompson’s husband and family members sat at her desk on the Senate floor, which was adorned with a bouquet of white roses and a black cloth, as her colleagues prayed, sang and shared their remembrances.

A champion of voting rights and Black history, Thompson’s tenure in the capitol began as a staffer for the first Black woman elected to the Florida Legislature, Gwen Cherry, before Thompson went on to her own terms of service in the House and Senate, where she represented central Florida for more than 15 years.

She went toe-to-toe with Republican leaders to oppose what she saw as unconstitutional gerrymandering of voting districts and to defend the state’s Black history, at a time when Republican Gov. Ron DeSantis has worked to restrict how the darkest chapters of the state’s story can be told in Florida classrooms.

Arizona Congressman Raúl M. Grijalva dies at 77

WASHINGTON (AP) — Democratic U.S. Rep. Raúl M. Grijalva of Arizona, who championed environmental protection during his 12 terms in Congress, died Thursday of complications from cancer treatments, his office said.

Grijalva, who was 77, had risen to chair the U.S. House Natural Resources Committee and was the top Democrat on the committee until earlier this year. He had been absent from Congress as he underwent

cancer treatment in recent months.

Grijalva’s office said in a statement, “From permanently protecting the Grand Canyon for future generations to strengthening the Affordable Care Act, his proudest moments in Congress have always been guided by community voices.”

Another Democratic House member, Rep. Sylvester Turner of Texas, died last week from health issues.

Briefs

Foxboro collecting hazardous waste

FOXBORO — Residents can dispose of hazardous waste from 9 a.m. to noon Saturday at the public works highway garage at 70 Elm St. Attendees must bring proof of residency.

For a full list of items that will be accepted, go to: foxboroughma.gov/news.

North Attleboro museum fundraiser Saturday

NORTH ATTLEBORO — The Falls Firebarn Museum of North Attleboro History, 100 Commonwealth Ave., will host a psychic fair fundraiser from noon to 5 p.m. Saturday.

The cost of a 15-minute reading is \$20 and the \$2 admission charge includes a chance at a door prize. The fair will have psychics, mediums, animal communicators, Tarot cards,

stones, Angel card readers, Reiki, Animal Reiki and more.

PJ drive in Seekonk through Saturday

SEEKONK — The Seekonk Fire Department collected 25 pairs of pajamas for the Annual Boston Bruins PJ Drive. Donations of new pajamas are still being accepted through Saturday, March 15, and may be dropped off at the Public Safety Complex.

Foxboro offers safety program Wednesday

FOXBORO — The town is introducing Community Connect, a free, secure, user-friendly platform designed to enhance the safety and well-being of residents and business owners.

You can learn more about the

program from the fire department at 2 p.m. Wednesday at the senior center. By voluntarily sharing critical information about your household or business, you empower first responders to act more effectively during emergencies. Register for the event.

Veterans events planned in Foxboro

FOXBORO — The town’s veterans department is holding two upcoming events.

From 5 to 7 p.m. Tuesday, March 18, “The Six Triple Eight” will be shown for free at the Council on Aging, 75 Central St. There will be pizza, snacks and a night of camaraderie.

Residents are also invited to honor Vietnam veterans at a ceremony at 10:30 a.m. Friday, March 28, at the senior center. The ceremony will be followed by a brunch.

To register, call 508-543-1204 or email veterans@foxborough.ma.gov.

NORTON: Another tight school budget in town

FROM PAGE A3

the summer from unanticipated savings and four more after more funding was obtained at the fall town meeting.

Some of the restored positions were in the areas of reading, music and arts. Foreign language at the middle school remains cut.

“There were a lot of positions not included we didn’t put back in the budget,” O’Neill said. “I want to be able to bring those back over time.”

Many of the roughly 20 in the audience were parents and staff.

“It’s a lot,” Shannon Taylor, a special education teacher at Solomonese Elementary School, said of the 22 lost positions, adding her job has changed a lot this school year.

“We’re getting to the point you’re exhausting educators,” Taylor said. “We’re never able to move Norton forward. We still don’t have what other districts have.”

Lisa Neumann teaches sixth grade math at the middle school.

“It’s putting an enormous strain on teachers and students,” Neumann said of the staff reductions. “I see a crisis unfolding.”

“We aren’t giving our kids more,” resident Jen Farley said. “Our kids deserve better.”

“It would take a monu-

mental task to get back 22 positions after one year,” committee member Dan Sheedy said.

Sheedy called it shocking a library media specialist for the middle school has been requested for many years and has not been funded.

“Things requested get more into necessities,” Sheedy said. “It’s challenging to balance the budget every year.”

Committee member Sheri Cohen said the “kids are the ones who are suffering.”

“This year was really tough,” O’Neill said, adding she helped develop some of the lost positions and found it “heart-breaking” to cut them.

State mandates

O’Neill outlined the struggle school systems face with mandated state programs that aren’t fully funded by the state.

The cost of mandated programs including special education are increasing \$617,346, from \$14.56 million to \$15.18 million.

That comes out to a 4.24% hike and represents 1.74% of the overall nearly 5% budget increase.

In the past decade, special education costs have doubled, from \$7.8 million, or 32%, of the budget to \$14.5 million, or 41%. Out-of-district costs are about \$4 million.

“It’s extremely expensive,” O’Neill said. “That’s a huge shift.”

General education, which includes utilities and many other expenses, is going from \$20.96 million to \$22.1 million, a \$1.15 million or 5.46% jump — accounting for 3.2% of the budget increase.

Salaries at a \$1.7 million hike represent most of the total budget jump, though school districts by their nature are personnel heavy.

Employee contracts are still being negotiated, the superintendent added.

“You see more decreases than we’ve ever seen” in individual expenses in the budget, Cohen said. “We’ve looked at every possible way to keep what we have after what happened last year.”

There are some anticipated savings in out-of-district tuition and related transportation for special needs students. Such student numbers often change through a school year, however.

Enrollment was 2,424 students as of Oct. 1, with 29 of those out-of-district and 233 in the School Choice program that allows students from other districts to attend local schools. Many of those students are children of staff.

Committee member Justine Callanan said she continues to worry about the increased workload on

staff with School Choice and the “high number we have.”

School Choice helps fill classrooms as enrollment has declined, but the district only gets \$5,000 for each such student — far short of the nearly \$20,000 per pupil cost.

The funds from the program have been used over the years to pay for one-time special items but in recent years have been used to cover regular budget expenses, school officials said.

The roughly \$2 million has paid for salaries along with technology, supplies and materials.

Committee Chairman Nick Schleicher said he hopes to see the state increase School Choice tuition reimbursement and overall educational aid. Massachusetts did substantially increase per pupil aid this year.

Over \$1 million comes in from grants, including \$750,000 in federal money that pays for nearly 20 special education aides that O’Neill said shouldn’t be in jeopardy but could the following year.

The adopted budget is nearly \$700,000 more than what town government officials are looking for from the schools — a 3% increase for all departments. “It’s not multi-million dollars like last year,” O’Neill said. “It’s close.”

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Putin agrees in principle with proposal for Ukraine ceasefire

ASSOCIATED PRESS

Russian President Vladimir Putin said Thursday that he agrees in principle with a U.S. proposal for a 30-day ceasefire in Ukraine, but he emphasized that the terms are yet to be worked out and added that any truce should pave the way to lasting peace.

"The idea itself is correct, and we certainly support it," Putin told a news conference in Moscow. "But there are issues that we need to discuss, and I think that we need to talk about it with our American colleagues and partners and, perhaps, have a call with President Trump and discuss it with him."

President Donald Trump said there have been "good signals" coming out of Russia and offered guarded optimism about Putin's statement.

He reiterated that he's ready to speak with Putin and underscored that it was time to end the war.

Putin "put out a very promising statement, but it wasn't complete," Trump said Thursday at a start of a meeting at the White House with NATO Secretary General Mark Rutte. "Now we're

going to see whether or not Russia's there. And if they're not, it'll be a very disappointing moment for the world."

Ukrainian President Volodymyr Zelenskyy said Putin is "essentially preparing to reject" the ceasefire.

Putin "is afraid to tell President Trump directly that he wants to continue this war, that he wants to kill Ukrainians," Zelenskyy said in his nightly address to the nation. "That is why, in Moscow, they are surrounding the idea of a ceasefire with such preconditions that nothing will come of it — or at least, it will be delayed as long as possible."

The Russian president, he added, "often acts this way. He doesn't say 'no' outright but ensures that everything drags on and that normal solutions become impossible."

Putin, who launched the full-scale invasion of Ukraine more than three years ago, noted the need to control possible breaches of the truce and signaled that Russia would seek guarantees that Ukraine would not use the break in hostilities to rearm and continue mobilization.

Judge orders Trump to rehire probationary workers

Ruling could affect thousands of employees across many agencies

By JANIE HAR
Associated Press

SAN FRANCISCO — A federal judge in San Francisco ordered President Donald Trump's administration to rehire thousands, if not tens of thousands, of probationary workers let go in mass firings across multiple agencies, blasting their tactics Thursday as he slowed the new president's dramatic downsizing of the federal government.

U.S. District Judge William Alsup said that the terminations were directed by the Office of Personnel Management and its acting director, Charles Ezell, who lacked the authority to do so.

White House White House Press Secretary Karoline Leavitt quickly pushed back, casting the ruling as an attempt to encroach on executive power to hire and fire employees. "The Trump Administration will immediately fight back against this absurd and unconstitutional order," she said in a statement.

Alsup's order tells the departments of Veterans Affairs, Agriculture, Defense, Energy, the Interior and the Treasury to immediately offer job reinstatement to employees terminated on or about Feb. 13 and 14. He also directed the departments to report back within seven days with a list of probationary employees and an explanation of how the agencies complied with his order as to each person.

The temporary restraining order



MARK SCHIEFELBEIN/AP

Demonstrators rally in support of federal workers last month outside of the Department of Health and Human Services in Washington.

came in a lawsuit filed by a coalition of labor unions and organizations as the Republican administration moves to reduce the federal workforce.

"These mass-firings of federal workers were not just an attack on government agencies and their ability to function, they were also a direct assault on public lands, wildlife, and the rule of law," said Erik Molvar, executive director of Western Watersheds Project, one of the plaintiffs.

Alsup expressed frustration with what he called the government's attempt to sidestep laws and regu-

lations governing a reduction in its workforce — which it is allowed to do — by firing probationary workers who lack protections and cannot appeal.

He was appalled that employees were told they were being fired for poor performance despite receiving glowing evaluations just months earlier.

"It is sad, a sad day, when our government would fire some good employee and say it was based on performance when they know good and well that's a lie," he said. "That should not have been done in our country."



MATT ROURKE/AP

European wines are displayed at Pennsylvania Fine Wine & Good Spirits in Flourtown, Pa.

US wine shops and importers blast Trump's threatened 200% tariff on European wines

By DEE-ANN DURBIN
AP Business Writer

The United States is suddenly looking less bubbly for European wines.

President Donald Trump on Thursday threatened a 200% tariff on European wine, Champagne and spirits if the European Union goes forward with a planned 50% tariff on American whiskey. Wine sellers and importers said a tariff of that size would essentially shut down the European wine business in the U.S.

"I don't think customers are prepared to pay two to three times more for their favorite wine or Champagne," Ronnie Sanders, the CEO of Vine Street Imports in Mt. Laurel Township, New Jersey, said.

Jeff Zacharia, president of fine wine retailer Zachys in Port Chester, New York, said 80% of the wine he sells is from Europe. Importers depend on European wines for a big part of their distribution system, he said, and there's not enough U.S. wine to make up for that.

"This is just going to have a major negative impact on the whole U.S. wine industry in all aspects of it, including U.S. wineries," he said.

Zacharia said there are so many unknowns right now he's stopped buying European wine until the picture becomes clearer.

"It's very hard to make preparations when as a business you don't have a clear path forward," he said. "Our preparations would be very different if it's 200% compared to 100% compared to 10%."

Wine and spirits from the 27-nation European Union made up 17% of the total consumed in the U.S. in 2023, according to IWSR, a global data and insight provider specializing in alcohol. Of that 17%, Italy accounted for 7% — mostly from wine — and French wine, cognac and vodka accounted for 5%.

Overall, the U.S. imports much more alcohol than it exports. The \$26.6 billion worth of foreign-produced alcoholic beverages that entered the country in 2022 accounted for 14% percent of all U.S. agricultural imports, according to the U.S. Department of Agriculture.

The U.S. exported \$3.9 billion worth of beer, wine and distilled spirits that year.

Marten Lodewijks, president of IWSR U.S., said a 200% tariff would not be unprecedented but import duties of that size tend to be more targeted.

In 2020, China imposed tariffs as high as 218% on Australian wine, which caused exports to plunge by 90%, Lodewijks said. China lifted the tariffs last year, but by then Australia's wine industry had taken a big

hit. Australia's wine trade to China was worth \$710 million annually before the tariffs were put in place.

Europe's tax on American whiskey, which was unveiled in response to the Trump administration's steel and aluminum tariffs, is expected to go into effect on April 1. Trump responded Thursday in a social media post.

"If this Tariff is not removed immediately, the U.S. will shortly place a 200% Tariff on all WINES, CHAMPAGNES, & ALCOHOLIC PRODUCTS COMING OUT OF FRANCE AND OTHER E.U. REPRESENTED COUNTRIES," Trump wrote. "This will be great for the Wine and Champagne businesses in the U.S."

Trump was incorrect about the Champagne business. Champagne is a legally protected wine that can only come from France's Champagne region. But U.S. winemakers — including Trump Winery, a Virginia winery owned by the president's son Eric Trump — do make sparkling wine.

Reaction from across the Atlantic was swift Thursday.

"We must stop a dangerous escalation that is leading to a global trade war where the first victims will be U.S. citizens who will pay more for products, and with them, farmers," Ettore Prandini, president of Italy's Coldiretti agriculture lobby, said.

Schumer relents on GOP's government funding legislation

WASHINGTON (AP) — Senate Democratic leader Chuck Schumer relented Thursday rather than risk a government shutdown, announcing he's ready to start the process of considering a Republican-led government funding bill that has fiercely divided Democrats under pressure to impose limits on the Trump administration.

Schumer told Democrats privately during a spirited closed-door lunch and then made public remarks ahead of voting Friday, which will be hours before the midnight deadline to keep government running. The New York senator said as bad as the GOP bill is, a shutdown would be worse, giving President Donald Trump and billionaire Elon Musk "carte blanche" as they tear through the government.

"Trump has taken a blowtorch to our country and welded chaos like a weapon," Schumer said. "For Donald Trump, a shutdown would be a gift. It would be the best distraction he could ask for from his awful agenda."

The move by Schumer brings a potential resolution to what has been a dayslong standoff. Senate Democrats have mounted a last-ditch protest over the package, which already passed the House but without slapping any limits they were

demanding on Trump and billionaire Musk's efforts to gut federal operations.

The Democrats are under intense pressure to do whatever they can to stop the Trump administration's Department of Government Efficiency, which is taking a wrecking ball to long-established government agencies and purging thousands of federal workers from jobs.

Trump himself offered to wade in Thursday to negotiate: "If they need me, I'm there 100%."

But the president also began casting blame on Democrats for any potential disruptions, saying during an Oval Office meeting, "If it shuts down, it's not the Republicans' fault."

Democrats are pushing a stopgap 30-day funding bill as an alternative. But Schumer said Republicans rejected that offer. And while Democrats were split over strategy, they worried about the further chaos they say Trump and Musk could cause if government was shutdown.

Schumer told Democrats at a spirited closed-door lunch that he would be voting to proceed to the bill. His comments first reported by The New York Times, were confirmed by two people familiar with the matter and granted anonymity to discuss it.

Pope receives cake, glad tidings on 12th anniversary of papacy

ROME (AP) — Pope Francis marked the 12th anniversary of his pontificate Thursday in the hospital — the first pope to do so in modern church history — as he received increasingly positive medical news on his recovery, a cake and hundreds of messages wishing him well.

The pope spent the morning in physiotherapy, followed Lenten spiritual exercises of the Roman curia and stopped to pray at the chapel in the Gemelli Hospital, where he has been under treatment for a complex lung infection since Feb. 14, Vatican sources said.

In the afternoon, he

received a cake from hospital personnel.

A chest X-ray has confirmed improvements in his condition, the Vatican said on Wednesday, just two days after doctors declared he's no longer in imminent danger of death.

The latest medical bulletin said that the 88-year-old pope's condition remained stable but indicated a complex picture considering his overall fragility, which includes his age, limited mobility often requiring a wheelchair and the removal of part of a lung as a young man. No medical updates were issued on his anniversary.

Vaccinating poultry could help cut egg prices but US hesitant

OMAHA, Neb. (AP) — Vaccines could be a key means of suppressing bird flu and avoiding the slaughter of millions of chickens, which is blamed for egg prices averaging nearly \$6 a dozen.

But the move has been

delayed in part because of concerns it could jeopardize chicken exports worth billions of dollars a year.

The U.S. Department of Agriculture has announced plans to spend \$100 million to study bird

flu vaccines to fight the disease in concert with meat chicken, egg and turkey groups.

That's part of a larger \$1 billion effort to invest in more protections to keep the virus off farms that President Donald

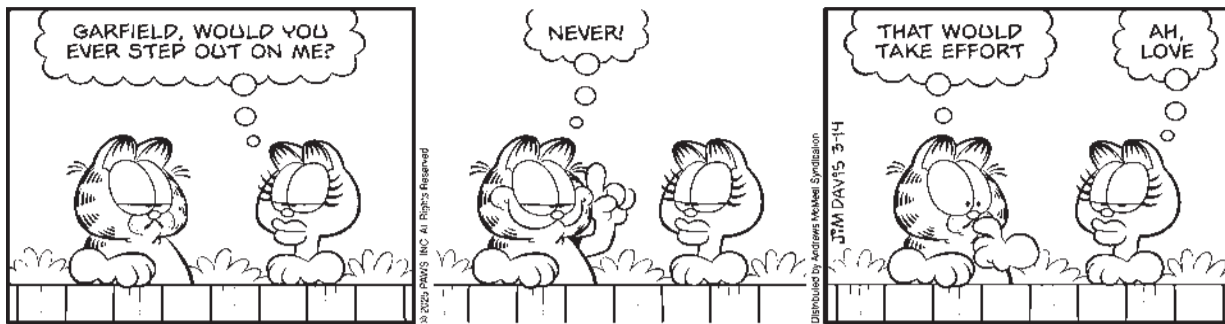
Trump believes will help lower egg prices.

Chicken meat producers remain the most resistant to vaccines because of concerns they could harm meat exports, which totaled nearly \$4.7 billion last year.

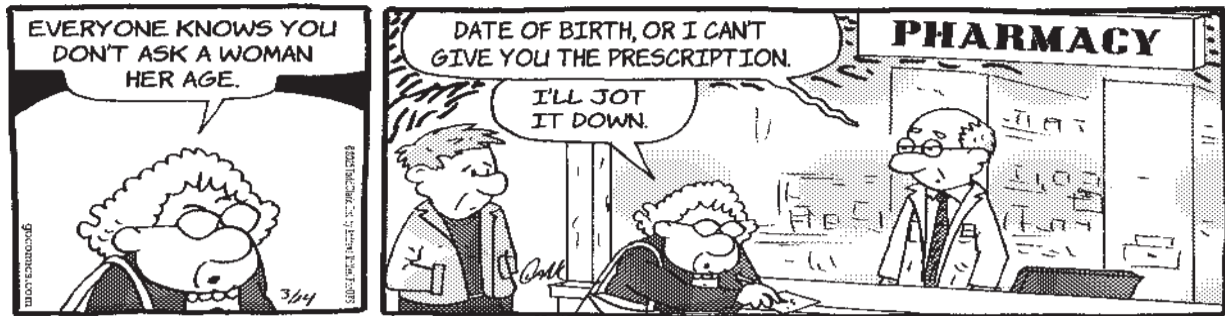
PEANUTS



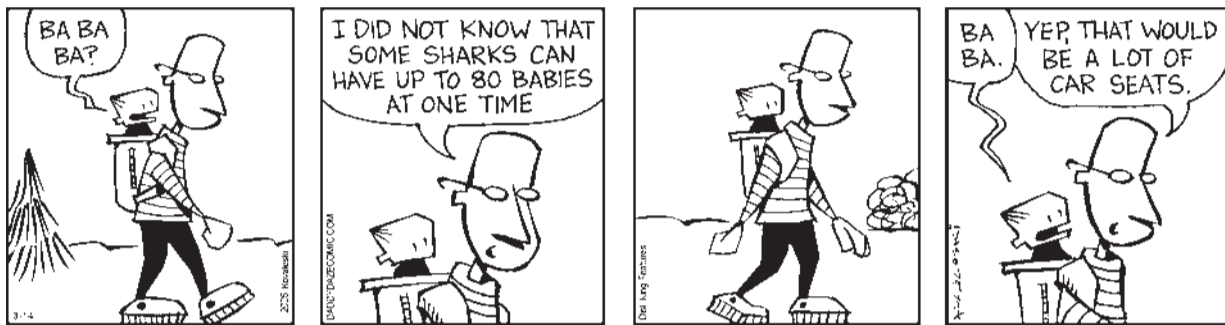
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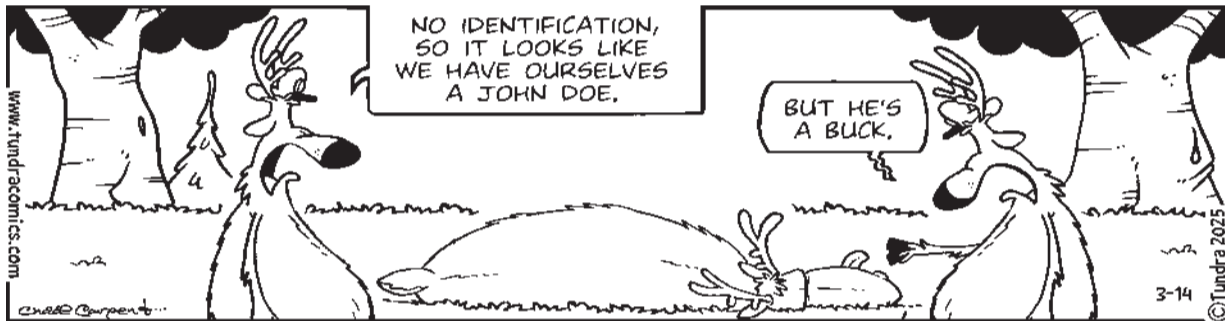
LOLA



DADDY DAZE



TUNDRA



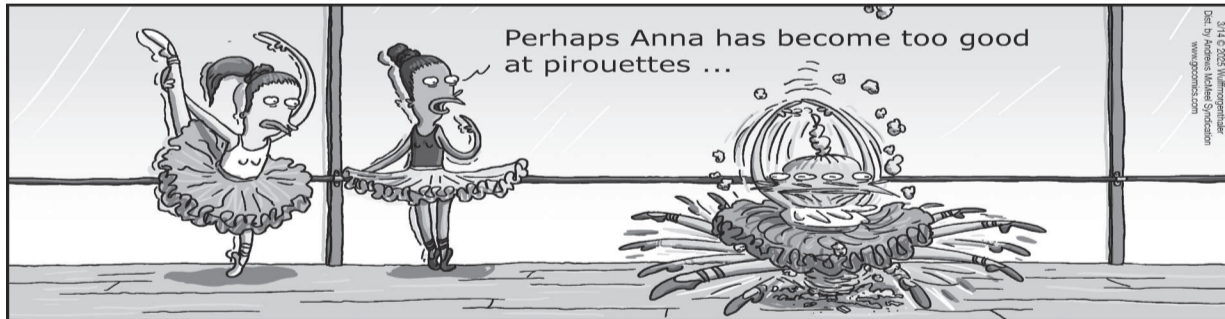
WALLACE THE BRAVE



ZITS



WUMO



ARLO AND JANIS



BABY BLUES



RED AND ROVER



ARGYLE SWEATER



JUMBLE

THAT SCRAMBLED WORD GAME
By David L. Hoyt and Jeff Knurek

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

NIRKD

NIHOR

XTPMEE

ALNGGY



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“ ”

(Answers tomorrow)

Yesterday's Jumbles: USURP ADOPT REFUSE USEFUL
Answer: As the daily special, chicken noodle was 50% off, which made it a -- "SOUP-ER" DEAL

WONDERWORD

By DAVID OUELLET

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

QUAINT BOOKSTORES Solution: 4 letters

S U N L I G H T H R I L L E R

I I O S H A K E S P E A R E O

G S L A C I S M I H W A D S M

N T D E L D N A C X U D M C A

I U F D N W O T A T A A S A N

N D A O A C C L H L L E T P C

G Y S N U E O M L C I A E E

K R H A D R B E O O Z D I Y R

R E I T I I G M F L V N R E A

O T O E O N U F A C E I S U I

W S N M E S E A T G I A E Q L

E Y E D I E C A E P I L R I U

M M D C E V I T A E R C B N C

O I M A G I N A T I O N A U E

H I S T O R Y T N A S A E L P

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Audio, Author, Candle, Coffee, Creative, Donate, Escape, Hidden Gem, History, Homework, Imagination, Indie, Ladder, Learn, Magical, Memoir, Movie, Music, Mystery, Old-fashioned, Peace, Peculiar, Pleasant, Public, Read, Relax, Romance, Seat, Shakespeare, Signing, Silence, Small, Stairs, Study, Sunlight, Thriller, Town, Unique, Whimsical
Yesterday's Answer: Decorate
For WONDERWORD apps, books & more, visit Wonderword.com, or call 1-855-232-2367.

CELEBRITY CIPHER

by Luis Campos

Celebrity Cipher cryptograms are created from quotations by famous people, past and present. Each letter in the cipher stands for another.

" SWP FHAN MV IAPHSLPXX YX
RWPL PEPATSWYLI DPVMAP TMB
YX MDXMCPS, HLG PEPATSWYLI
HVSPA TMB DPHAX TMBA FHAN ."
- GHPE OWHUUPCCP

Previous Solution: "I believe gender is a spectrum, and I fall somewhere between Channing Tatum and Winnie the Pooh." — Stephen Colbert

TODAY'S CLUE: *8 8 8 8 8*

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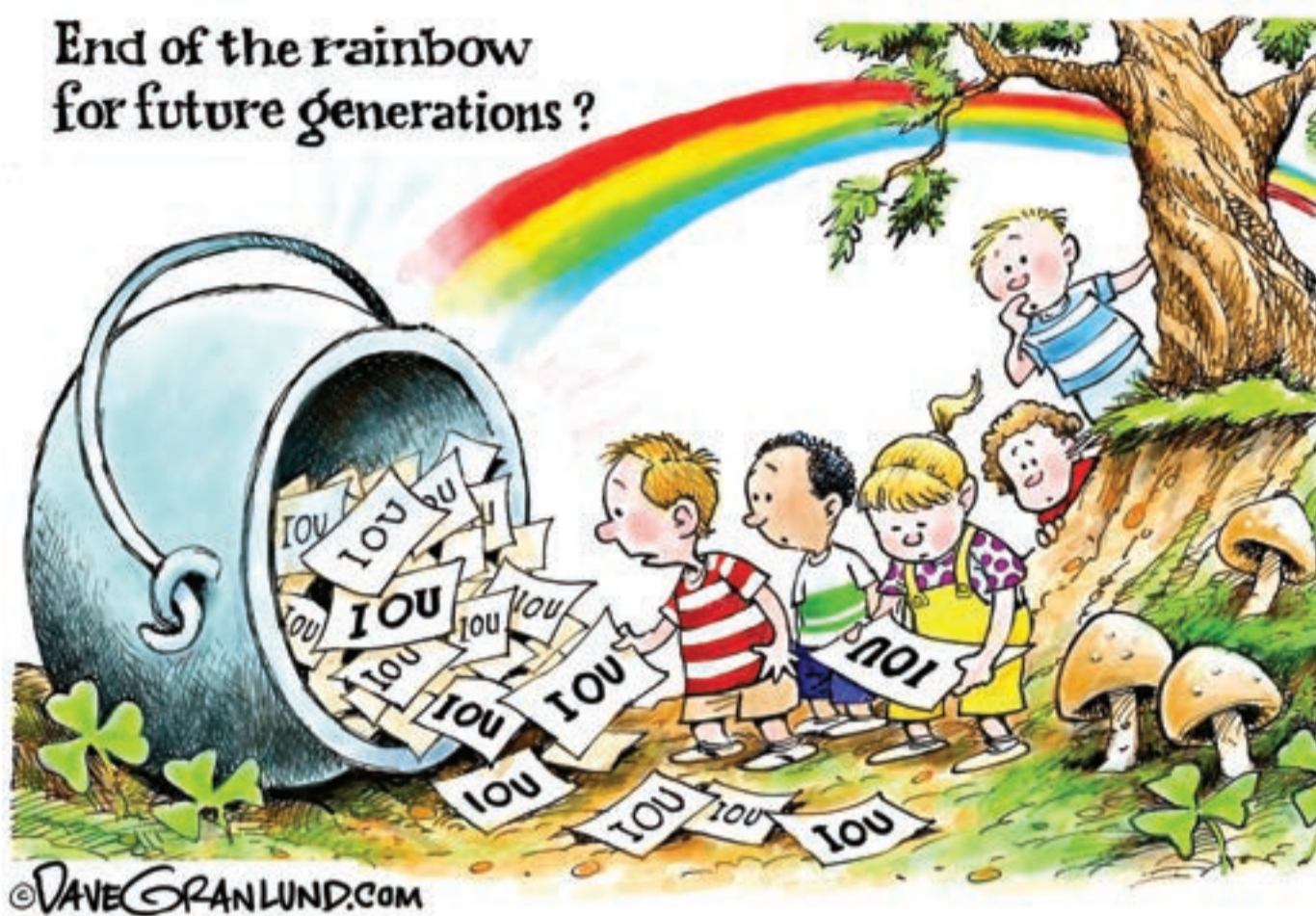
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OPINION

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opinion@thesunchronicle.com
 508-236-0337

Two Views

What is a more promising educational path: economics or STEM?



Economics is destiny for future generations

By RICHARD LORENC

In late February, students at dozens of U.S. high schools participated in the first round of an international competition in economics. The top five American students will travel to historic Olympia, Greece, later this year to compete against students from other countries.

The Economics Olympiad, as the competition is called, is challenging — especially for U.S. students, many of whom don't study economics in high school.

Regrettably, economics is one of the academic subjects that has been downgraded in recent years as U.S. schools have leaned into the STEM (science, technology, engineering, math) disciplines.

The Department of Education's National Assessment of Educational Progress periodically evaluates 12th-grade students in a variety of subjects. The last time NAEP evaluated the economic literacy of 12th-graders was in 2012, when more than half (58 percent) of the 11,000 students tested didn't qualify as "proficient."

Many of those 2012 students voted in their third presidential election last November. The economy was a key issue.

All told, just 27 states and the District of Columbia include some form of economics coursework as a high school graduation requirement. Many of these

Failure to teach American students key economic principles denies them the critical knowledge they need to make intelligent and responsible adult decisions.

states approach it from a personal finance perspective — how to balance a checkbook, for example — rather than explaining economics as the study of how we peacefully transact and progress together.

Maybe that's why so many government policies focus on so-called pocket-book issues affecting specific constituencies — college students, homeowners, people living on fixed incomes, the "working poor" — rather than on the conditions needed for a healthy economy.

Perhaps we'd have better policies if more policymakers understood economics, especially the most fundamental lesson of all: That everything has a cost.

Every decision an individual, business leader or public official makes opens some opportunities and closes others. What we choose is the sum of our evaluation of the choices we see as available to us. Over time, these choices compound, just like interest.

Establish policies that consider the seen and unseen costs of the proposal, and economic gains will accumulate accordingly. Establish policies that consid-

er only the immediately visible costs, and they will hamper other parts of our interdependent economy. Individual economic decisions react in a similar manner.

Consider this: The Federal Reserve Bank of New York recently reported that the total household debt in the United States, excluding mortgages, topped \$4.96 trillion at the end of September. "Credit-card balances increased by \$24 billion to hit \$1.17 trillion, and auto loan balances saw an \$18 billion increase and stood at \$1.64 trillion." Student loan balances also increased by \$21 billion, ticking up to \$1.61 trillion.

All of this red ink is the sum of millions of individual choices made over time.

And that's just household debt. The federal government also is drowning in debt — more than \$36 trillion and counting, according to Treasury Department figures. Chicago this year faces a \$982 million budget shortfall.

The choices public officials make affect countless others. Government officials in California, for example, are expected to spend as much as \$125 billion or more on high-speed rail — four times the original \$33 billion estimate — rather than prioritizing water infrastructure. They made a conscious choice whose extraordinary costs are now sadly piling up.

As one of the Senate's greatest orators, former Minority Leader Everett McKinley Dirksen, R-Ill., is credited with saying, "A billion here, a billion there, and pretty soon you're talking (about) real money." The point, whether Dirksen said it or not, is that policymakers toss around these incomprehensibly large numbers almost casually, just as they might discuss their golf handicaps.

This makes one wish that policymakers (and others among the intellectual elite) were far more literate in economics.

The STEM subjects are important, but science and technology can't advance without an economy that can support them. That's why economics should be considered a core high school subject.

Failure to teach American students key economic principles denies them the critical knowledge they need to make intelligent and responsible adult decisions. We see evidence of this every day as yesterday's students make choices that shape the future.

In short, STEM is important, but economics is destiny.

RICHARD LORENC is the president of Certell Inc., a national education nonprofit that provides schools and teachers with free high-school-level education materials in economics and other subjects. He wrote this for InsideSources.com.

STEM is key for future generations

By CHRIS TALGO

By nearly all objective measures, the U.S. education system is not fulfilling its primary duty of ensuring that today's students are prepared to achieve in the world of tomorrow.

As we all know, modern society is becoming ever more dependent on technology. Hence, if American students are to compete in the job market of the future, they must be competent in the fields of science, technology, engineering, and mathematics (STEM).

Unfortunately, as national test scores consistently show, American students are not excelling in science, engineering and mathematics.

By contrast, students in nations such as China are making gains in these fields.

If America is to remain competitive with China and Russia in the global AI arms race, it is imperative that we emphasize STEM education.

As a former high school social studies teacher, I am well aware that the point of education is not solely to prepare students for the workforce. In truth, the fundamental goal of education is to teach students how to think critically for themselves.

However, far too many of today's students are failing to even meet the

While it is undoubtedly vital for American students to have a thorough understanding of our nation's history and the ability to understand literature, those skills are becoming less and less relevant in today's technology-driven society.

minimum standards when it comes to the hard sciences.

While it is undoubtedly vital for American students to have a thorough understanding of our nation's history and the ability to understand literature, those skills are becoming less and less relevant in today's technology-driven society. As such, it makes perfect sense for America's schools to pivot and prioritize a STEM-focused curriculum.

In the 19th and 20th centuries, the U.S. education system did a much better job preparing students for success by offering classes specifically designed to aid in the development of skills that could be directly transferred to the workforce.

For instance, virtually all high schools offered a "shop class" to stu-

dents who might pursue a career in one of the many trades.

These classes, known as career tech education (CTE), prepared millions of students for in-demand trades such as welding, carpentry, masonry, etc.

Moreover, those students developed a set of real-world skills that they could deploy for the rest of their lives.

In the late 20th century, for various reasons, our education leaders determined that CTE education was no longer necessary and it would be better to focus on soft skills rather than hard skills.

That decades-long experiment has been an utter failure.

In fact, America's education system is now failing on both ends of the spectrum.

Not only are the vast majority of today's students woefully unprepared for a career in coding or any other technology-oriented field because they do not have the requisite mathematics or science background, but they are also falling behind in terms of reading and writing skills.

This begs the question: What are students actually learning?

The answer is disturbing: Students are learning how to do the bare minimum to get a passing grade.

When I was teaching social studies at an above-average public high school in South Carolina less than a decade ago, I was shocked that nearly all students could not perform basic math, most could not read at grade level, and the majority struggled to write a coherent paragraph.

Tragically, we are now teaching our kids that math is subjective: 1 plus 1 does

not necessarily have to equal 2. That may work in a coddled classroom, where the utmost goal is to not hurt a student's self-esteem, but it will not work in the real world.

Eventually, these students will enter the real world, where they are in for a rude awakening when they realize that objectivity and results, not their feelings, matter most.

The good news is that there still is time to right the ship.

By aggressively promoting a STEM-based education, we can ensure that the next generation of American students is primed for success.

CHRIS TALGO is the editorial director at The Heartland Institute. He wrote this for InsideSources.com.

Have an opinion about today's Two Views? Send it to us at: opinion@thesunchronicle.com. Keep your message to fewer than 350 words.

Today in history

On March 14, 1879, Albert Einstein, who would revolutionize physics and the human understanding of the universe, was born in Ulm, Germany.

Also on this date:

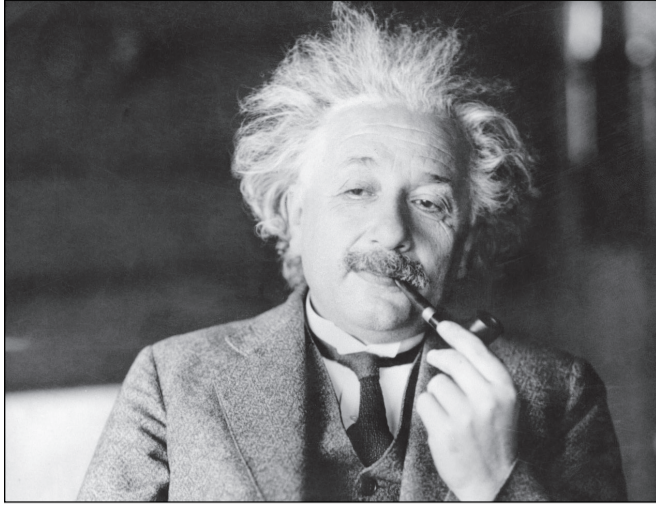
In 1794, Eli Whitney received a patent for his cotton gin, an invention that revolutionized the American cotton industry.

In 1964, a jury in Dallas found Jack Ruby guilty of murdering Lee Harvey Oswald, the accused assassin of President John F. Kennedy, and sentenced Ruby to death. (Both the conviction and death sentence were overturned, but Ruby died before he could be retried.)

In 1967, the body of President John F. Kennedy was moved from a temporary grave to a permanent memorial site at Arlington National Cemetery in Virginia.

In 1973, future U.S. senator and presidential candidate John McCain was released from North Vietnamese captivity after being held as a prisoner of war for over five years.

In 1980, a LOT Polish Airlines jet crashed while attempting to land in Warsaw, killing all 87 people aboard, including 22 athletes and staff members of the U.S. boxing team.



AP FILE PHOTO

Albert Einstein was born on this date in 1879 in Ulm, Germany.

In 2015, Robert Durst, a wealthy eccentric linked to two killings and his wife's disappearance, was arrested by the FBI in New Orleans on a murder warrant a day before HBO aired the final episode of a serial documentary about his life. (Durst would be convicted in the shooting death of his friend, Susan Berman.)

In 2018, Stephen Hawking, the best-known theoretical physicist of his time, died at his home in Cambridge, England, at the age of 76

after living with amyotrophic lateral sclerosis (ALS) for 55 years.

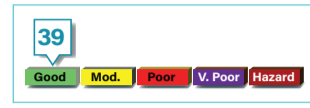
TODAY'S BIRTHDAYS

- Actor Michael Caine is 92. Country musician Michael Martin Murphey is 80. Actor-comedian Billy Crystal is 77. Country singer Kristian Bush is 55. NBA star Stephen Curry is 37. Olympic gymnastics gold medalist Simone Biles is 28.

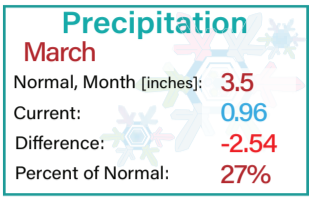
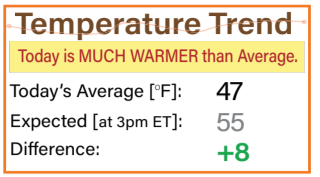
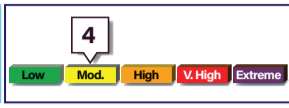
Forecast for Attleboro

Forecast table with columns for Today, Tomorrow, Sunday, and Monday. Includes temperature ranges, precipitation probability, and wind speed/direction.

Air Quality



Ultraviolet



Sun



Moon Phases



Mass. health care system seen 'falling apart'

Cost report is latest evidence of heavy strain

By CHRIS LISINSKI, State House News Service

Warning that the state's health care system is "falling apart," the Senate's point person on the topic said Thursday that she wants to rein in for-profit and private equity entities as well as give regulators more muscle to control rising costs.

Policy makers and health care industry leaders gathered for an annual hearing about the so-called benchmark state government sets as a goal for reasonable health care spending growth, where they unpacked new data that showed health care expenses surged at a near-record rate in 2023.

Kicking off the event, Sen. Cindy Friedman did not mince words.

"We hear about a system in crisis. We're beyond that. It is now falling apart," said Friedman, who has co-chaired the Legislature's Health Care Financing Committee since 2019. "It is imperative for us to dig into which services and

entities are siphoning the most health care dollars and returning the least value, as well as those that offer more value at a lower cost. It's time for the state, including the administration and Legislature, to take bold steps to rein in costs and refocus the health care system on the patient and the delivery of quality care to those patients, rather than money and profit."

The Center for Health Information and Analysis reported Wednesday that health care spending in Massachusetts grew at an 8.6% rate from 2022 to 2023, more than twice the 3.6% benchmark and the second-highest annual increase since state watchdogs began tracking the data a decade ago.

CHIA researchers dubbed the 2023 growth rate "unsustainable," and said the major drivers were increased pharmacy spending and new MassHealth supplemental payments to hospitals.

After hearing several hours of testimony about the data and calls for



ELISE AMENDOLA/AP

The Massachusetts Statehouse

change from major industry stakeholders, Friedman said she expects the Senate to "take another pass" at some of the topics, like private equity, that featured in health care debates last term.

"We still have this huge issue of private equity and for-profit in health care, and it's driving a lot of this, a lot of these costs," she told the News Service. "We're going to do that, and then we're going to attack primary care again and the prior authorization pieces, which is really driving people out of the business

because they can't provide the care that they trained for."

"We're going to go back a second time, a third time, and push those because we really believe that they will have a major impact on care and quality," she added.

The Legislature and Gov. Maura Healey late last year enacted a pair of new laws, one aimed at reining in prescription drug costs and the other designed to boost hospital financial oversight. (CHIA's latest annual spending report only covers 2023, so the new laws have not yet

affected the topline data.) Beacon Hill created the benchmark process in a 2012 cost containment law. The figure is a target for spending growth, not a cap, and regulators do not automatically impose penalties when costs surpass the benchmark.

Friedman, an Arlington Democrat, said the data produced each year since the process started have "gotten better and better."

"There's information in this report that is invaluable," she said of CHIA's latest findings. "I think what we haven't done is give the [Health Policy Commission] — and, to some extent, the Division of Insurance — the tools to start to bring those costs down. I think that's really the next step that we have to look at very carefully: how can we empower them in the work that they do to help us bring those costs down?"

Leaders of the HPC have long asked Beacon Hill to give the agency more teeth and muscle to enforce spending growth limits.

Friedman's counterpart in the House, Rep. John Lawn, similarly said Mas-

sachusetts is "at a pivotal moment in health care," especially as fears swirl about the Trump administration cutting federal funding for Medicaid or other programs.

"The health care sector is facing immense uncertainty and frustration, locally and nationally. We are grappling with the Trump administration's fiscal policy upheaval. We may reasonably expect that Massachusetts will see a reduction in funding for critical health care services, a blow to our residents and our economy," Lawn, a Watertown Democrat, said at the hearing. "But this is not a momentary shake. The generational health crisis caused by COVID-19 exposed and exacerbated a multitude of long-standing challenges, challenges that continue to affect our health care system today, from rising inflation to shifting patterns in care, ongoing supply chain disruptions and workforce shortages."

CHIA found that the statewide average premium increased 6 percent in 2023 to \$631 per member per month.

Child illegally taken from Conn. to Mexico in 1999 is found, reconnects with her dad

By DAVE COLLINS, Associated Press

Carlos Reyes-Couvertier spent the past quarter century trying to find his missing daughter. There were multiple trips to Mexico, where police believed she was living after having been abducted by her mother. Local and federal authorities worked the case, while national missing person groups helped with publicity pleading for information.

Andrea Reyes was nearing her second birthday in 1999 when her mother, Rosa Tenorio, who did not have custody rights, illegally fled with the girl from a scheduled visitation in New Haven, Connecticut, police said.

The search for Reyes went cold, but Reyes-Couvertier never gave up hope. Years later, news finally came: a detective who had renewed the investigation in 2023 discovered that Reyes, now 27, was living in Mexico, and DNA testing would confirm they were father and daughter.

Now the two are hoping to meet

in-person soon after talking on the phone and messaging. Reyes-Couvertier spoke at a news conference Wednesday in New Haven with police, FBI agents and others.

"It was a moment of joy," the father, now 55, said about reconnecting with his daughter for the first time in more than 25 years. "We have some sense of happiness, but the chapter is not closed yet. There's a lot of steps that we have to take."

Reyes was in Mexico and was not present Wednesday. A message seeking comment was sent to an Instagram account for an Andrea Reyes who lives in Puebla, Mexico, southeast of Mexico City, where authorities say Reyes-Couvertier's daughter now resides.

Reyes-Couvertier, a second-grade teacher in New Haven, had legal custody of Reyes. After she disappeared, New Haven police worked with the FBI to try to find her. City police obtained an arrest warrant for Tenorio for alleged felony custodial interference. The warrant is

still valid today, but only within the U.S., authorities said.

In the spring of 2000, officials in Puebla notified authorities in Connecticut that Reyes and her mother had been located, but they declined to take any action, New Haven police said. Mexican officials said they did not consider parental kidnapping an extraditable offense under a treaty between Mexico and the U.S., police said.

The case eventually went cold, despite multiple visits to Mexico by Reyes-Couvertier, investigative work by New Haven police and the FBI and efforts by the National Center for Missing & Exploited Children.

In 2023, New Haven Detective Kealyn Nivakoff renewed the investigation, as part of her work focusing on missing persons in the department's Special Victims Unit.

Officials said Nivakoff identified a woman in Puebla she believed could be Reyes-Couvertier's daughter and contacted her, through the use of search warrants, interviews and social media.

Maine lawmaker sues House speaker over censure for post on transgender athlete

SCARBOROUGH, Maine (AP) — A Republican lawmaker in Maine has sued the state's Democratic House speaker over her censure that followed a social media post about a transgender athlete participating in high school sports.

Rep. Laurel Libby's posted about a high school athlete who won a girls' track competition. The post included a photo of the student and identified them by first name, with the name in quotation marks, saying that they previously competed in boys' track.

The post went viral and touched off a spat between President Donald Trump and Democratic Gov. Janet Mills. It also led to the Democrat-controlled Maine House of Representatives censuring Libby in

February and Democratic House Speaker Ryan Fecteau accusing her of violating the state's legislative code of ethics.

Libby filed a federal lawsuit against Fecteau and House clerk Robert Hunt on Tuesday with a claim the censure violated her right to free speech. The lawsuit also states that the censure stripped her right to speak and vote on the House floor, and that disenfranchises the thousands of residents in her district.

"I have the constitutional right to speak out and my constituents have the right to full representation in the Maine House. Biological males have no place in girls' sports. Our girls have every right, under federal law, to fair competition in sports," Libby said in a statement.

Advertisement for DIRECTV featuring a football and the text: 'YOUR GO-TO, GAME TIME DESTINATION FOR PRO FOOTBALL'. Includes contact information: 855.476.4990 and 'DIRECTV AUTHORIZED DEALER' logo.

SPORTS

NFL **B2**
Scoreboard **B3**
Golf **B4**

MICHAEL DWY/THE ASSOCIATED PRESS

Patriots center David Andrews (60) spent nine seasons in New England and was the team's last offensive member of its 2018 Super Bowl champion team before being released Thursday.

Andrews no longer front, center

Patriots release last remaining offensive link to 2018 NFL champs

By **KYLE HIGHTOWER**
Associated Press

FOXBORO — The New England Patriots released longtime center David Andrews on Thursday, the latest move in the remaking of the roster under coach Mike Vrabel.

With the departure of Andrews there are now no remaining offensive start-

ers from the Patriots' 2018 Super Bowl championship team.

An undrafted free agent in 2015, the 32-year-old veteran earned the starting center job and spent nine seasons in New England, also winning a championship ring with the team in 2016. Andrews played in 124 regular-season games with 121 starts with the Patriots and played in 12 postseason games with 10 starts, including three straight Super Bowls.

He missed the entire 2019 season after blood clots were found in his lungs. He also had his 2024 season cut short

after a shoulder injury that required season-ending surgery.

Patriots team owner Robert Kraft praised the role Andrews, who was elected as a captain eight times, played with the franchise.

"David Andrews' career success is a shining example of what every NFL prospect should strive to achieve," Kraft said. "The importance of his leadership during his career cannot be overstated."

Andrews had one year remaining on the two-year contract extension he signed in 2024.

Pats not finished yet with remake

Free agents arrive with more additions on tap

By **KYLE HIGHTOWER**
Associated Press

FOXBORO — The New England Patriots' front office leadership is proud of the initial steps they have made at the start of free agency.

They also want to make it clear that they aren't done yet.

"Obviously, we're not done. We still have some needs to fill," Patriots vice president of player personnel Eliot Wolf said.

But coming off back-to-back 4-13 seasons, the most recent of which ended with the firing of coach Jerod Mayo after one season, the Patriots aren't waiting to celebrate what they hope is the start of the turnaround.

On Thursday, the team introduced free agent signings defensive tackle Milton Williams, cornerback Carlton Davis III, offensive lineman Morgan Moses and linebacker Robert Spillane. Linebacker Harold Landry III wasn't present, but visited the team facility Wednesday and signed his new contract.

It is a group that Patriots team owner Robert Kraft said he's had to try to contain his excitement about.

"Personally, I'm very excited about what's coming. I've been told I should calm down," Kraft joked.

"We are really committed to build a team that our fans can be proud of. ... I just hope we really perform once the season starts."

The Patriots led the NFL with more than \$100 million in salary cap space when the legal tampering period opened earlier

SEE **PATS**, PAGE B2 ►

Friars, Hoyas were left hurting, but took different roads



FRANK FRANKLIN II/THE ASSOCIATED PRESS

Georgetown University head coach Ed Cooley reacts on the sideline during the Hoyas' Big East Tournament opener Wednesday in New York.

Injuries, mixed bags marked season for PC's English, Georgetown's Cooley

By **PETER GOBIS**
For The Sun Chronicle

PROVIDENCE — "We've had more injuries this year that we've gone through as an organization than any of my 19 years as a head coach."

Providence College men's basketball coach Kim English? No, it was Georgetown University second-year coach Ed Cooley, who had a somewhat similar plight with his Hoyas as English did in losing 59 player games to the injury list this season.

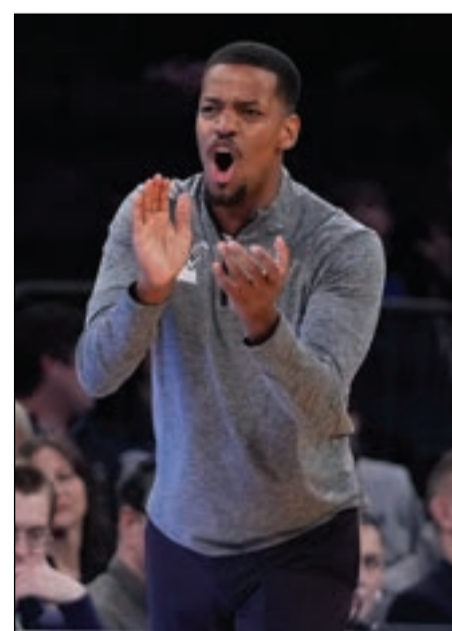
While both the Friars and Hoyas were ousted in the first round of the Big East Tournament Wednesday, Georgetown still had trended upward, with eight more wins than

their previous season while English and the Friars delivered the worst PC basketball season in 40 years with a 20-loss season.

"You have to have some emotional intelligence. You have to have some physical toughness," Cooley said of building a program, similar to what English is attempting to in Friartown.

English is feeling the critical analysis from Friartown season-ticket holders following the Friars' 12th single-digit loss this season in falling to Butler at the Big East Tournament Wednesday.

"(We) played true to the pitiful, embarrassing season we've had," English said. "You know, that falls



FRANK FRANKLIN II/THE ASSOCIATED PRESS

Providence College head coach Kim English calls out to his team during the Friars' Big East Tournament opener Wednesday in New York.

SEE **PC**, PAGE B2 ►

Chaos reigns at TPC Sawgrass

Villegas, Glover among first-round leaders at Players Championship

By **DOUG FERGUSON**
Associated Press

PONTE VEDRA BEACH, Fla. — Camilo Villegas was on the phone the day before The Players Championship trying to sort out his swing with a coach who is in Singapore caddying at a LIV Golf event. He wound up tied for the lead, a peculiar twist in a tournament filled with them.

Thursday was no exception.

SEE **PLAYERS**, PAGE B4 ►



ADRIAN WYLD/THE CANADIAN PRESS

Bruins right wing David Pastrnak is called for goaltender interference as he collides with Ottawa Senators goalie Linus Ullmark Thursday night in Ottawa.

Ullmark, Senators steal the show from Bruins

Swayman yanked after early debacle

By **STEVE CONROY**
Boston Herald

The fight that the Bruins have shown since the trade deadline showed up 20 minutes late in Ottawa on Thursday.

The Senators got money goaltending when it mattered from the netminder who the Bruins traded last summer, Linus Ullmark, while the Bruins did not get the same from Jeremy Swayman, yanked after a team-wide disaster of a first period.

The result was a 6-3 Ottawa win and a lost chance for the Bruins to cash points

It was the fifth straight win for the Sens, who have put themselves in a great spot to end a seven-year playoff drought. Meanwhile, the Bruins failed to win three straight, something they have not been able to do since December.

The Senators nearly ran the Bruins out of the building — and the Bruins were only too willing

SEE **BRUINS**, PAGE B3 ►

SPORTS

Red Sox' Giolito to open season on IL

ASSOCIATED PRESS

FORT MYERS, Fla. — The Boston Red Sox will open the season with three starting pitchers on the injured list after right-hander Lucas Giolito strained his left hamstring.

Giolito left his first spring training start against Philadelphia on Tuesday after one inning when his hamstring tightened. Giolito told reporters the strain was low-grade.

Red Sox manager Alex Cora said the right-hander will start the season on the injured list.

Giolito will join fellow starters Brayan Bello (shoulder) and Kutter Crawford (knee) on the injured list ahead of Boston's March 27 opener at Texas.

The 30-year-old Giolito signed a \$38.5 million, two-year contract with Boston before last season, but didn't pitch all year after a partial tear in his right ulnar collateral ligament. He was 8-15 with a 4.88 ERA in 2023 with the Chicago White Sox, Los Angeles Angels and Cleveland Guardians.

Rays withdraw from planned \$1.3B ballpark in St. Petersburg, citing storms, delays

ST. PETERSBURG, Fla. — The Tampa Bay Rays withdrew Thursday from a \$1.3 billion project to construct a new ballpark adjacent to Tropicana Field, citing a hurricane and delays that likely drove up the proposal's cost.

The team issued a statement by

principal owner Stuart Sternberg saying "a series of events" in October, which included severe damage to the Trop and financing delays, led to what he called "this difficult decision."

"After careful deliberation, we have concluded we cannot move forward with the new ballpark and development project at this moment," Sternberg said.

Displaced from the Trop in St. Petersburg, the Rays are set to play their home games this season across Tampa Bay at the New York Yankees' spring training home, 11,000-seat Steinbrenner Field. Meanwhile, repairs are envisioned to the Trop, including replacing its roof shredded by Hurricane Milton, that would have it ready for the 2026 season.



CALEB JONES/THE ASSOCIATED PRESS

Sports writer and author John Feinstein poses next to a newspaper box for The Washington Post in Washington in 2006.

Bosa joins Bills, aims to be top rusher again

ASSOCIATED PRESS

ORCHARD PARK, N.Y. — Joey Bosa doesn't need to be reminded he's getting older.

What he doesn't consider himself is "old news," as

NFL Bosa put it during a news conference Thursday after signing his one-year, \$12.6 million contract with the Bills.

Four months shy of turning 30, and coming off three injury-slowed seasons, Bosa arrived in Buffalo hoping to reestablish himself as one of the NFL's premier pass rushers.

"I'm running out of time here. It's going fast. I'm in year 10 already coming up, and I just don't have that many moments left," Bosa said. "So I have to grasp them while I can. And I think all that's on my mind is going to be football this year and helping the team."

That team now is the Bills, following nine seasons with the Chargers.

"It's gone in a blink of an eye," said Bosa, who said he holds no grudges toward the Chargers.

"But I'm just ready for a clean slate, leave that stuff behind me," he added. "I know it's been a tough last few years, but I know when I'm healthy and I'm on the field, I play really well, and I'm at a high level."

Bosa is being asked to fill the edge-rushing role left open after the Bills released Von Miller

on Sunday. Bosa is six years younger than Miller, though both have seen their production dip in recent years.

Bosa's 72 sacks are tied for 10th most in the league since 2016. But he has just 14 sacks over the past three seasons, during which he was limited to 28 games due to groin, foot, hip and back injuries.

Metcalfe caps whirlwind week by settling in with Steelers

DK Metcalfe may never have a bigger week in his life. And the two-time Pro Bowl wide receiver knows it.

On Sunday, Metcalfe agreed to a trade from Seattle to Pittsburgh that included a new five-year contract worth \$150 million.

On Wednesday, Metcalfe went even bigger, proposing to his longtime girlfriend, pop/R&B singer Normani, in front of family and friends in Houston.

It's a lot. So forgive Metcalfe if he's got more on his mind than who the next Steelers starting quarterback is going to be.

The vibe Metcalfe felt when he talked to Pittsburgh president Art Rooney II, coach Mike Tomlin and general manager Omar Khan on Sunday put him at ease.

"They made me feel like they had the right decision with who was going to be throwing me the football," Metcalfe said Thursday, shortly after his trade to Pittsburgh became offi-



GENE J. PUSKAR/THE ASSOCIATED PRESS

Pittsburgh Steelers newly signed free agent wide receiver D.J. Metcalfe meets with reporters Thursday in Pittsburgh.

cial. "I'm not making the decision in the quarterback room. So I'm just going to try to do the best of my abilities to, help whoever (they land on)."

Metcalfe did speak to Russell Wilson this week, but it was only so Wilson could congratulate Metcalfe on his engagement. Wilson and his wife Ciara initially set up Metcalfe and Normani in 2020.

Asked if Wilson had ever shared any thoughts about his season in Pittsburgh, Metcalfe said Wilson simply told him he would "love it" if he ever found his way to the Steelers.

Dolphins bring in Mattison to bolster running backs

The Miami Dolphins added a power-running veteran to their running back room on Thursday, agreeing to a deal with Alexander Mattison, a person with knowledge of the agreement told The

Associated Press.

At 5-foot-11, 220 pounds, Mattison brings size behind speedster De'Von Achane. Mattison spent the first five seasons of his career in Minnesota — he rushed for 2,370 yards with 4.1 yards per rush and 11 touchdowns. He had four TDs and 420 yards last season with Las Vegas.

Achane led the Dolphins with 907 rushing yards in 2024 and will return as Miami's lead running back.

CB Jackson, Eagles agree on one-year deal

Cornerback Adoree Jackson and the Philadelphia Eagles have agreed on a one-year contract, a person with knowledge of the deal told The Associated Press on Thursday.

Jackson, a first-round pick by Tennessee in 2017, spent the past four seasons with the New York Giants. He has started 82 games, including five last year.

PATs: Free-agency bounty not end of roster remake

FROM PAGE B1

this week. And they haven't been shy about spending it, handing out contracts to the five players they announced Thursday that total nearly \$270 million in maximum value. It's far less than that in guaranteed dollars, but the commitment is clear.

The four-year, \$104 million deal for Williams, who is coming off winning the Super Bowl with Philadelphia, makes him the top-paid player in Patriots history by average annual value.

While Williams acknowledged there were teams bidding for his services at the start of free agency, he said the Patriots' pursuit won out.

"The Patriots were the ones that wanted me the most," Williams said. "They believed and I'm going to try to give it back to them the best that I can."

Patriots coach Mike Vrabel said that includes playing more snaps than he did with the Eagles. And

that's fine by Williams.

"The more you're out there the more opportunity you have to make plays. I pride myself on being productive," said Williams, who is coming off a career-high five sacks. "I just want to be known as doing it all."

At just 25 years old, Williams is part of what is shaping up as a shift to get younger this offseason in New England. That has been evident with the departures of longtime center David Andrews, who was released Thursday, along with the exits of veterans such as defensive lineman Deatrich Wise Jr. and cornerback Jonathan Jones.

Another player, defensive tackle Davon Godchaux, was traded Thursday to New Orleans to make room for the new attacking style of defense that Vrabel wants to implement.

One of the other big offseason priorities for the Patriots is also protecting quarterback Drake Maye as he enters his second NFL season.

Moses' three-year, \$24 million deal

underscores that, and it's a challenge he said he will be embracing. He also believes the rebuilding process taking place in New England doesn't have to be a long one.

"You don't need a miracle to win football games," Moses said. "You just need the right people in the building."

Multiple players in this initial group of signings have ties to either Vrabel's time in Tennessee, or connections to new defensive coordinator Terrell Williams (who coached under Vrabel with the Titans).

But Vrabel said it's less about targeting those players as the natural pace of free agency and leaning on relationships that are familiar to help make decisions.

"I don't know how you can do free agency any different," Vrabel said. "Just the timing that's involved in a lot of this stuff. It's important to me when Robert has entrusted Eliot and myself to bring in the right people on this football team."

Best-selling author, popular sports writer Feinstein dies at 69

ASSOCIATED PRESS

WASHINGTON — John Feinstein, one of the country's foremost sports writers and the author of numerous bestselling books, including the groundbreaking "A Season on the Brink" about college basketball coach Bob Knight, died unexpectedly Thursday.

Feinstein was 69. He died of natural causes at his brother's home in McLean, Virginia, according to Robert Feinstein, who said he discovered John's body.

John Feinstein was a full-time reporter for The Washington Post from 1977 to 1991, a commentator for outlets such as ESPN — where he made regular appearances on "The Sports Reporters" — and the Golf Channel, and a voter for more than 20 years in the AP Top 25 men's college basketball poll. He remained with the Post as a contributing columnist, and he also hosted satellite radio programs on SiriusXM.

"He was very passionate about things," Robert Feinstein said in a telephone interview. "People either loved him or hated him — and equally strongly."

John Feinstein — always a storyteller, whether via the written word or when chatting with other journalists in an arena's media room or press box — was working until the time of his death. He was in the Washington area this week to cover the Atlantic 10 Tournament ahead of March Madness, and he filed a column for the Post about Michigan State coach Tom Izzo that appeared online Thursday.

"He was strong with his opinions," Izzo said Thursday, "but very interesting to talk to."

Feinstein was comfortable writing fiction and nonfiction, and took on an array of sports, including golf and tennis, but he was known most for his connection to college basketball because of "A Season on the Brink." He took a leave of absence from the Post in 1985 to embed with Knight's Indiana team.

Knight's reputation for having a hot temper was well-established by then, and Feinstein relayed behind-the-scenes evidence in a way that was uncom-

mon in sports writing at the time. Feinstein also effectively portrayed the personal relationships Knight had with his players, which alternated between warm and abusive.

"I can't possibly overstate how important Knight was in my life," Feinstein wrote in the Post after the coach's death in 2023.

"Not once did Knight back away from the access, even during some difficult moments for his team," Feinstein wrote. "Although he didn't speak to me for eight years after the book's publication — upset, of all things, with seeing profanity in the book — he eventually decided to 'forgive' me, and we had a distant though cordial relationship for the rest of his life."

Praise for Feinstein's work — and the sort of access and skilled reporting that were its hallmarks — was all over social media on Thursday, including from others in the business of writing or speaking about college basketball.

And, of course, the news reverberated around college basketball as its season approaches its crescendo. Feinstein seemed to know every coach in the sport — and they all seemed to know him.

Marquette coach Shaka Smart learned about Feinstein's death from a reporter at Madison Square Garden after the Golden Eagles beat Xavier in the Big East Tournament.

"Oh, wow," Smart said. "I've known him for a long time. He's one of the best sports writers ever. I got to know him as a writer before I got to know him as a person, reading some of his stuff when I was in high school. He cared about the teams and he cared about the players and he cared about the coaches — which is not as common these days."

Feinstein wrote more than 40 books, including "A Good Walk Spoiled" (1995), about professional golf, and "A Civil War" (1996), about the Army-Navy football game. After that book's publication, he worked for many years as a radio commentator for Navy football.

"The Ancient Eight," about Ivy League football, was published last year. Feinstein also wrote sports novels aimed at younger readers.

PC: English, Friars were left hurting like Cooley, Hoyas, but took different roads

FROM PAGE B1

on me."

The Friars committed 407 turnovers in 31 games, 112 more than opponents, allowed foes 78 more free throw attempts and were outrebounded by 30 on the offensive boards.

PC managed only 12 wins this season, six in the Big East Conference, while Cooley's Hoyas posted 17 wins.

"Toughness is just not physical, it's an emotional attachment to winning," Cooley said.

The Friars' front court of Oswin Erwinmuhse, DeLaurier, Anton Bonke and Eli DeLaurier hardly met the challenge. ErinWinmuhse was an All-Big East Freshman Team selection, averag-

ing 20 minutes per game. The 18-year-old native of Nigeria is a good defender and rebounder and runs the floor well, but has very limited shooting skills. Essandoko averaged four points and four rebounds in 15 average minutes. Bonke had 21 points and 19 rebounds in six minutes average time. DeLaurier had 27 points and 25 rebounds in six minutes per game.

Meanwhile Cooley and Georgetown boasted a premier rookie center in 6-foot-10, 250-pound center Thomas Sorber, arguably, the best first-year player in the Big East.

"I think team physicality really wore us down," Cooley said, echoing English's sentiments. "When your front court is 210, 220, in the Big East that's not going to work."

"I tell our guys all the time, 'Dumb will

get you beat every night,'" Cooley said of turnovers, missed defensive assignments and bad shot selections.

English's first day of the offseason began Thursday, identifying what players might become available in the NCAA Portal to revamp his roster.

"The intel (intelligence) we get on guys, deep dives, really looking at who they are," English said. "We watch them at their worst and talk to their coaches and talk to everyone around them. (We) look at their social media and really finding out who they are and cultivating that every day."

"Player acquisition is a wide net you cast globally," he added. "We have two freshmen (Jaylen Harrell, Jamier Jones), are coming in. We have to replace some really good players."

English referred to three players he brought in this season from the NCAA Portal with mixed results in Bensley Joseph, Jabri Abdu-Rahim and Wesley Cardet.

"It's making sure that we are bringing guys in to a culture that is going to help them get better," English said. "Again, identify the right people, players, and cultivate that and get our players up to that standard."

Since losing 20 games in the 1984-85 season in coach Joe Mullaney's second tenure at PC, the Friars have had 10 other losing seasons, including four under Tim Welsh, two under Keno Davis and one under Cooley (15-17 in 2011-12).

As Cooley reminded Georgetown fans, "building an organization is a process." English knows that all too well.

SCOREBOARD — SPORTS

NBA				
EASTERN CONFERENCE				
Atlantic Division				
	W	L	Pct	GB
BOSTON	47	19	.712	—
New York	42	23	.646	4½
Toronto	23	43	.348	24
Phila.	22	43	.338	24½
Brooklyn	22	44	.333	25
Southeast Division				
	W	L	Pct	GB
Atlanta	32	34	.485	—
Orlando	31	36	.463	1½
Miami	29	36	.446	2½
Charlotte	16	49	.246	15½
Washington	14	51	.215	17½
Central Division				
	W	L	Pct	GB
y-Cleveland	55	10	.846	—
Milwaukee	37	28	.569	18
Indiana	36	28	.563	18½
Detroit	37	30	.552	19
Chicago	28	38	.424	27½
WESTERN CONFERENCE				
Southwest Division				
	W	L	Pct	GB
Memphis	42	24	.636	—
Houston	41	25	.621	1
Dallas	33	34	.493	9½
San Antonio	27	37	.422	14
New Orleans	18	49	.269	24½
Northwest Division				
	W	L	Pct	GB
x-Oklahoma City	54	12	.818	—
Denver	42	24	.636	12
Minnesota	38	29	.567	16½
Portland	18	39	.418	26½
Utah	15	51	.227	39
Pacific Division				
	W	L	Pct	GB
L.A. Lakers	40	24	.625	—
Golden State	37	28	.569	3½
L.A. Clippers	36	30	.545	5
Sacramento	33	31	.516	7
Phoenix	30	36	.455	11

Thursday's Games
 Washington 129, Detroit 125
 Milwaukee 126, L.A. Lakers 106
 Chicago 116, Brooklyn 110
 Orlando 113, New Orleans 93
 Sacramento at Golden State, 10 p.m.

Friday's Games
 Boston at Miami, 7 p.m.
 Indiana at Atlanta, 7 p.m.
 L.A. Clippers at Atlanta, 7:30 p.m.
 Charlotte at San Antonio, 8 p.m.
 Cleveland at Memphis, 8 p.m.
 Dallas at Houston, 8 p.m.
 Orlando at Minnesota, 8 p.m.
 L.A. Lakers at Denver, 9:30 p.m.
 Toronto at Utah, 9:30 p.m.
 Sacramento at Phoenix, 10 p.m.

COLLEGE BASKETBALL

Men's Scores

Thursday Tournament American Athletic Second Round
 Wichita St. 73, South Florida 68
 FAU 64, Charlotte 59
 Tulsa 75, Temple 71

Atlantic 10 Second Round

St. Bonaventure 64, Duquesne 59
 Saint Louis 83, Davidson 75
 George Washington 88, Fordham 81
 Saint Joseph's 75, La Salle 70

Atlantic Coast Quarterfinal

Duke 78, Georgia Tech 70
 North Carolina 68, Wake Forest 59
 Louisville 75, Stanford 73

Atlantic Sun Quarterfinal

Kennesaw St. 80, New Mexico St. 77

Big 12 Quarterfinal

BYU 96, Iowa St. 92
 Houston 77, Colorado 68
 Texas Tech 76, Baylor 74

Big East Quarterfinal

St. John's 78, Butler 57
 Marquette 89, Xavier 87
 Creighton 85, DePaul 81

Big Ten Second Round

Wisconsin 70, Northwestern 63
 Illinois 106, Iowa 94

Metro Atlantic Athletic Quarterfinal

Iona 77, Manhattan 65

Mid-American Quarterfinal

Akron 96, Bowling Green 67
 Toledo 90, Ohio 85, OT
 Miami (Ohio) 81, E. Michigan 75
 Kent St. 73, W. Michigan 66

Mid-Eastern Athletic Conference Quarterfinal

Morgan St. 91, Howard 90

Mountain-West Conference Quarterfinal

New Mexico 63, San Jose St. 52
 Boise St. 62, San Diego St. 52

Pacific-12 Conference Second Round

Oregon 72, Indiana 59

Southeastern Second Round

Mississippi 83, Arkansas 80
 Texas 94, Texas A&M 89, 2OT
 Missouri 85, Mississippi 73

Southwestern Athletic Quarterfinal

Alabama St. 84, Texas Southern 79

Women's Scores

Thursday Tournament Big West Quarterfinal
 UC San Diego 59, Cal Poly 54
 UC Davis 61, UC Riverside 50

Coastal Second Round

William & Mary 76, Hofstra 65
 Monmouth (NJ) 62, Hampton 54
 Delaware 71, UNC-Wilmington 55

Conference USA Quarterfinal

Louisiana Tech 60, New Mexico St. 55
 W. Kentucky 73, FIU 66

Metro Atlantic Athletic Quarterfinal

Mount St. Mary's 68, Marist 65
 Merrimack 79, Siena 72

Mid-Eastern Athletic Conference Quarterfinal

Coppin St. 57, NC Central 48
 Md.-Eastern Shore 74, Morgan St. 67

Missouri Valley First Round

Bradley 64, Valparaiso 53
 Illinois St. 88, S. Illinois 48
 Ill. Chicago 72, Evansville 62

Northeast Semifinal

Fairleigh Dickinson 90, Chicago St. 61
 Stonehill 60, Le Moyne 41

Patriot League Semifinal

Army 49, Bucknell 39
 Lehigh 65, Holy Cross 44

Southland Championship

Stephen F. Austin 65, SE Louisiana 57

Southwestern Athletic Quarterfinal

Alcorn St. 56, Alabama A&M 53
 Jackson St. 57, Grambling St. 47

LOTTERIES

THURSDAY

MASS. DAILY: 5-9-0-8

The payoffs based on a \$1 bet were: Exact Order All four \$6,512. First or last three \$912. Any two \$78. Any one \$8. Any Order All four \$271. First three \$152. Last three \$152.

MASS. DAILY MID-DAY: 1-2-1-0

The payoffs based on a \$1 bet were: Exact Order All four \$3,553. First or last three \$497. Any two \$43. Any one \$4. Any Order All four \$296. First three \$166. Last three \$83.

MASS CASH: 4-11-12-15-17

R.I. DAILY: 7-6-0-5

R.I. DAILY MID-DAY: 5-6-8-4

WILD MONEY: 2-14-21-32-37

Extra: 3

WEDNESDAY

MASS MEGABUCKS: 8-26-31-36-40-44

POWERBALL: 11-13-28-51-58

Powerball 1; Power Play: 2

LUCKY FOR LIFE: 5-8-10-20-44

Lucky Ball: 1

HIGH SCHOOL

MIAA Girls Basketball State Tournament

DIVISION 1 State Final Saturday

at Tsongas Center, Lowell

No. 1 Wachusett Regional vs. No. 2 Bishop Feehan, 6 p.m.

NHL

EASTERN CONFERENCE

Atlantic Division

GP	W	L	OT	Pts	GF	GA
Florida	66	41	22	3	85	218
Toronto	65	39	23	3	81	208
Tampa Bay	65	37	23	5	79	228
Ottawa	65	35	25	5	75	191
Montreal	65	31	27	6	68	194
Detroit	65	31	28	6	68	189
BOSTON	67	30	29	8	68	182
Buffalo	64	25	33	6	56	202

Metropolitan Division

GP	W	L	OT	Pts	GF	GA
Washington	65	43	14	8	94	239
Carolina	65	39	22	4	82	208
New Jersey	67	36	25	6	78	201
Columbus	65	31	26	8	70	217
N.Y. Rangers	65	31	28	6	68	196
N.Y. Islanders	64	29	28	7	65	174
Philadelphia	67	28	31	8	64	192
Pittsburgh	68	27	31	10	64	195

WESTERN CONFERENCE

Central Division

GP	W	L	OT	Pts	GF	GA
Winnipeg	66	45	17	4	94	230
Dallas	64	42	20	2	86	221
Colorado	66	39	22	3	81	220
Minnesota	65	37	24	4	78	186
Utah	65	29	25	11	69	185
St. Louis	66	31	28	7	69	190
Nashville	64	25	32	7	57	170
Chicago	65	20	36	9	49	178

Pacific Division

GP	W	L	OT	Pts	GF	GA
Vegas	65	39	19	7	85	219
Edmonton	65	37	24	4	78	209
Los Angeles	63	34	20	9	77	181
Calgary	64	30	23	11	67	167
Vancouver	65	30	24	11	71	178
Anaheim	65	28	30	7	63	175
Seattle	66	28	34	4	60	197
San Jose	66	17	40	9	43	173

Thursday's Games

Vegas 4, Columbus 0
 Pittsburgh 5, St. Louis 3
 Florida 3, Toronto 2
 Ottawa 6, Boston 3
 Philadelphia 4, Tampa Bay 3, SO
 New Jersey 3, Edmonton 2
 N.Y. Rangers at Minnesota, 8 p.m.
 Chicago at San Jose, 10:30 p.m.
 Washington at Los Angeles, 10:30 p.m.

Friday's Games

Detroit at Carolina, 7 p.m.
 Edmonton at N.Y. Islanders, 7:30 p.m.
 Dallas at Winnipeg, 8 p.m.
 Colorado at Calgary, 9 p.m.
 Nashville at Anaheim, 10 p.m.
 Utah at Seattle, 10 p.m.

Ottawa 6, Boston 3

Boston	1	2	0	—	3
Ottawa	4	1	1	—	6

First Period, 1, Ottawa, Pinto (Amadio, Greig), 3:44, 2, Ottawa, Kleven 4 (Batherson, Matinpalo), 9:09, 3, Boston, Mittelstadt 12 (Lettieri, Wotherpoon), 10:57, 4, Ottawa, Batherson 17 (Tkachuk, Stutzle), 16:21 (pp), 5, Ottawa, Greig 11 (Pinto), 16:43, Penalties: Pastrnak, BOS (interference), 12:01; Sanderson, OTT (Cross Checking), 12:01; Beecher, BOS (interference), 15:12; Lauko, BOS (Delay of Game), 17:27.
 Second Period, 6, Boston, Pastrnak 34 (Beecher), 6:59, 7, Ottawa, Batherson 18 (Cozens, Chabot), 11:01, 8, Boston, Khushnutdinov 3 (Lindholm, Lauko), 13:55. Penalties: Gaudette, OTT (Holding Stick), 15:28.
 Third Period, 9, Ottawa, Giroux 13, 18:44 (en). Penalties: None.
 Shots on Goal: Boston 4-13-8, 25. Ottawa 15-10-6, 31.
 Power-play opportunities, Boston 0 of 1; Ottawa 1 of 2.

AHL

EASTERN CONFERENCE

Atlantic Division

GP	W	L	OL	SOL	Pts	GF	GA
Hershey	56	35	15	5	1	76	184
WB/Scranton	56	32	16	7	1	72	198
PROVIDENCE	57	32	19	4	2	70	185
Charlotte	55	32	17	3	3	70	176
Springfield	56	30	20	2	4	66	185
Lehigh Valley	58	29	22	5	2	65	175
Hartford	59	24	28	5	2	55	166
Bridgeport	58	13	38	4	3	33	154

North Division

GP	W	L	OL	SOL	Pts	GF	GA
Laval	56	37	16	2	1	77	178
Rochester	57	34	17	3	3	74	195
Toronto	56	30	17	3	6	69	166
Cleveland	56	28	18	5	5	66	161
Syracuse	56	25	19	8	4	62	154
Bellefonte	55	26	21	4	4	60	158
Utica	55	23	26	4	2	52	146

Thursday's Games

No Eastern Conference games scheduled

Friday's Games

Bridgeport at Belleville, 7 p.m.
 Laval at Utica, 7 p.m.
 Milwaukee at Grand Rapids, 7 p.m.
 Springfield at Syracuse, 7 p.m.
Providence at Rochester, 7:05 p.m.
 WB/Scranton at Lehigh Valley, 7:05 p.m.

GOLF

PGA, The Players Championship

Thursday
AT TPC Sawgrass (The Players Stadium Course)
Punta Vedra Beach, Florida
Prize: \$25 million
Yardage: 7,352; Par: 72 Partial
First Round Suspended for darkness (a)=amateur

Lucas Glover	33-33	-66	-6
J.J. Spaun	33-33	-66	-6
Carmlo Villegas	35-31	-66	-6
Min Woo Lee	36-31	-67	-5
Billy Horschel	36-31	-67	-5
Rory McIlroy			

GOLF — TV LISTINGS



JULIA DEMAREE NIKHINSON/THE ASSOCIATED PRESS

Camilo Villegas lines up a putt on the ninth green during the first round of The Players Championship Thursday in Ponte Vedra Beach, Fla.

PLAYERS: Early three-way tie for TPC Sawgrass lead

FROM PAGE B1

Lucas Glover had nine birdies in his round of 6-under 66, leaving him tied with Villegas and J.J. Spaun, who managed to get around the TPC Sawgrass without a bogey.

Max McGreevy, who tied the tournament record for the highest score two years ago with an 89, had a chance to join them. He was at 5 under and faced a 15-foot birdie putt on the 17th hole when play was suspended by darkness.

Rory McIlroy made four birdies from tee shots that found the rough or the pine straw, including the 18th hole when he punched a shot off the pine straw and out of the trees to 7 feet, putting him in the group at 67.

"You're just hoping for a backswing and a gap, and I had both of those," McIlroy said. "Just trying to chip-and-run a 5-iron up around the front of the green and make 4 and get out of there. It was a bonus to get it up on the green and hole the putt was a lovely way to finish."

Two-time defending champion Scottie Scheffler figures he left a few shots out there — two birdie chances were in the 8-foot range — but was satisfied enough with a 69.

Villegas was on the verge of losing his card two years ago when he connected with Jose Luis Campra, a respected Argentine professional who caddies on the side. He currently is looping for Sebastian Munoz on LIV, which is in Singapore this week.

"It was 9 a.m. here, it was 9 p.m. there," Villegas said. "We worked for a couple hours. He's a very, very hard worker. Very few guys give more golf lessons than Jose Campra, and he's always available for me."

It was a small tweak on the downswing, and Villegas took that to the dangerous Stadium Course and promptly made five birdies on the back nine to start his round.

That's what this course does. Slight misses can turn into big numbers.

Chandler Phillips experienced both. He set a Players Championship

record with three eagles. He also had four birdies, an astonishing performance wiped out by a triple bogey on the par-3 eighth hole that started with a tee shot into a palmetto bush.

Justin Lower had the best par of all. He was one of 10 players to hit their tee shots into the water on the island green at the par-3 17th. He was the only player to walk away with par, going to the drop zone and holing his wedge.

Max Greyserman wasn't so fortunate. He put two in the water and had to make a 12-foot putt for his quadruple bogey.

Glover isn't sure what to make of his record at the TPC Sawgrass, 10 times missing the cut with only two top 10s. But there was no big secret on this day. He hit it where he was aiming and made putts, with birdies on his final four holes.

It stood out amid some surprising scores on a gorgeous day. Justin Thomas hit four tee shots into the water and had to birdie the last two holes for a 78. Viktor Hovland had three double bogeys in his round of 80.

Jordan Spieth had an eagle, birdie, par, bogey and double bogey in his opening six holes. He played far boring golf — which he prefers — with seven pars, a birdie and a bogey on the back nine and it added to a 70.

"That's the thing about this place," Glover said. "There's always some really good scores and always some really bad scores. The margins are razor thin here, akin to say Augusta or Bay Hill. You get off just a little, you can make big numbers in a hurry."

Glover was not immune. He was too aggressive on the par-5 11th with a wedge and wound up in a pot-shaped bunker for bogey.

He dropped another shot on the next hole. But it was the finish that set him apart — an approach to 5 feet on the 15th, a chip to tap-in range on the par-5 16th, an 18-foot birdie putt on the island green par-3 17th and a shot that caught the slope and fed down to 8 feet for birdie on the 18th.

FRIDAY EVENING									
3/14/25	7 PM	7:30	8 PM	8:30	9 PM	9:30	10 PM	10:30	11 PM
(2)	Context	Rick Steves European Easter			Movie ★★ (2003, Documentary) "Concert for George" Tom Hanks.				Amanpour (N)
(4)	Wheel (N)	Jeopardy! (N)	NCIS: Sydney "Hell Week" (N)		Fire Country "One Last Time" (N)	S.W.A.T. "Hostages" (N)			News (N)
(5)	News (N)	Chronicle	Shark Tank (N)		20/20 (N)				NewsCenter 5 (N)
(6)	Hollywood (N)	Inside Edition (N)	Shark Tank (N)		20/20 (N)				ABC6 News (N)
(7)	Inside Edition (N)	Extra (N)	Family Feud	Family Feud	7 News at 9PM (N)		7 News at 10PM (N)		News (N)
(10)	News (N)	Extra (N)	Happy's Place (N)	St. Denis Medical	Dateline NBC (N)				News (N)
(12)	Wheel (N)	Jeopardy! (N)	NCIS: Sydney "Hell Week" (N)		Fire Country "One Last Time" (N)	S.W.A.T. "Hostages" (N)			12 News at 11 (N)
(25)	(6:30) College Basketball		Big East (N)		Basketball Big East Tournament, Second Semifinal: Teams TBA (N) (Live)				Boston News (N)
(36)	Experiment	Generatn	Risk Giving Bir	Treasures Insid	All Creatures Great "To All Our Boys"	Frontline			
(38)	Big Bang	Big Bang	WBZ News 8p (N)		48 Hours "Killer Performance"	Suits "If the Shoe Fits"			Filip Side
(44)	(6:30) Tommy Emmanuel		Week (N)	Firing-Hoover (N)	Stevie Ray Vaughan and Double Trouble-		Festive Europe		PBS News (N)
(56)	Young Sheldon	Young Sheldon	Penn & Teller "The Domino Effect" (N)		Masters of Illusion (N)		7 News at 10PM on CW56 (N)		Modern Family
(64)	(6:30) College Basketball		Big East (N)		Basketball Big East Tournament, Second Semifinal: Teams TBA (N) (Live)				12 News (N)
CABLE TV CHANNELS									
	7 PM	7:30	8 PM	8:30	9 PM	9:30	10 PM	10:30	11 PM
(A&E)	Live PD: Police	Live PD: Police	Cold Case Files: Dead West (N)		Cold Case Files: Dead West (N)		Cold Case Files: Dead West (N) (SF)		(:05) Cold Case
(AMC)	(5:00) Movie ★★ (18) "Den of Thieves"		Movie ★★★ (14, Act) "John Wick" Michael Nyqvist, Alfie Allen, Keanu Reeves.				(:15) Movie ★★★ (17) "John Wick: Chapter 2"		
(BRV)	(6:00) Movie ★★ (02) "Sweet Home Alabama"		Movie ★★ (04) "50 First Dates" Drew Barrymore, Adam Sandler.						Movie ★★ "Sweet Home Alabama"
(CTN)	(5:40) Movie		Movie ★★★ (23) "The Iron Claw" Jeremy Allen White, Zac Efron.				(:10) Movie ★★ (17) "The Glass Castle" Brie Larson.		
(CNN)	Erin Burnett OutFront (N) (Live)		Anderson Cooper 360 (N) (Live)		The Source With (N) (Live)		CNN NewsNight (N) (Live)		Laura (N)
(COM)	The Office	The Office	The Office	The Office	The Office	The Office	The Office	The Office	Family Guy
(DISC)	Gold Rush "Expansion Mode"		Gold Rush (N)		(:10) Harpoon "Fog of War" (N)		(:10) Outback "Trucking Fun" (N)		(:10) Filthy
(DIS)	Big City Greens	Big City Greens	Movie ★★★ (17) "Coco" Anthony Gonzalez.		(:50) StuGo	(:20) StuGo	(:50) Shuffle		Marvel's
(ESPN)	College Basketball ACC Tournament, First Semifinal: Teams TBA (N) (Live)				Basketball (N)	College Basketball ACC Tournament, Second Semifinal: Teams TBA (N) (Live)			
(ESPN2)	College Basketball Big 12 Tournament, First Semifinal: Teams TBA (N) (Live)				Basketball (N)	College Basketball Big 12 Tournament, Second Semifinal: Teams TBA (N) (Live)			
(FNC)	The Ingraham Angle (N)		Jesse Watters Primetime (N) (Live)		Hannity (N) (Live)	Gutfeld! (N)			Fox News (N)
(FREE)	Movie ★★★ (21) "Encanto" Voices of María Cecilia Botero, Stephanie Beatriz.		Movie ★★★ (20, Ani) "Soul" Voices of Tina Fey, Phyllicia Rashad, Jamie Foxx.						The 700 Club
(FX)	(5:00) Movie ★★★ "Black Panther"		Movie ★★★ (22) "Black Panther: Wakanda Forever" Angela Bassett, Lupita Nyong'o, Letitia Wright.						
(HALL)	(6:00) Movie (22) "The Royal Nanny"		Movie (15) "Crown for Christmas" Rupert Penry-Jones, Danica McKellar.				The Golden Girls		The Golden Girls
(HBO)	(05) The White Lotus "Hide or Seek"		(:10) Movie ★★ (84) "Ghostbusters" Dan Aykroyd, Harold Ramis, Bill Murray.				Real Time With Bill Maher (N)		The White Lotus
(HBO2)	(6:30) Movie ★★★ (24, Ani) "Flow"		Movie (18, Doc) "Kusama: Infinity"	(:20) Gemstones "Prelude"			Movie ★★★ (08, Act) "Traitor" Guy Pearce, Don Cheadle.		
(HBO3)	(6:00) Movie		Movie ★★ (24) "Beetlejuice Beetlejuice" Michael Keaton.	(:45) Movie ★★★ (12) "The Perks of Being a Wallflower" Logan Lerman.					
(HGTV)	Dream Home	Dream Home	Dream Home	Dream Home	Dream Home (N)	Dream Home	Hunters (N)	Hunters (N)	House Hunters
(HIST)	Aliens "The Druid Connection"		Aliens "Secrets of the Sumerians"		Ancient Aliens (N)		(:05) Mysteries From Above (N)		(:05) Aliens
(LIFE)	The Rookie "Death Notice"		The Rookie "Daddy Cop"		The Rookie "Death Sentence"		(:05) The Rookie "The Con"		(:05) The Rookie
(NBCSB)	NBA Basketball Boston Celtics at Miami Heat (N) (Live)				Celtics (N)		Celtics (N)		Celtics Post Up
(NESN)	College Hockey Hockey East Tournament: Providence at Connecticut (N) (Live)				UMass Football Preview Show		Ski Journal		Up The Hearts
(NICK)	SpongeBob (N)	Kamp Koral	Movie ★★★ (19) "How to Train Your Dragon: The Hidden World" Jay Baruchel. (P)				Friends		Friends
(PARMT)	Two Half Men	Two Half Men	Movie ★★★ (2007, Comedy Drama) "Ocean's Thirteen" Brad Pitt, Matt Damon, George Clooney.				(:55) Movie ★★★ "Ocean's Twelve"		
(PARSHD)	(:15) Movie ★★ (24) "Rumours" Roy Dupuis, Denis Menochet, Cate Blanchett.				Yellowjackets "Did Tai Do That?"		Movie ★★★ (14) "Edge of Tomorrow" Tom Cruise.		
(STARZ)	Power Book III "Gangstas Don't Die"	Power Book III "It's All Love"	Power Book III "It's All Love"		Power Book III "It's All Love"		Movie ★★ (2022, Action) "1992" Ray Liotta, Tyrese Gibson.		
(STZEN)	Movie ★★ (13) "47 Ronin" Hiroyuki Sanada, Tadanobu Asano, Keanu Reeves.		Movie ★★★ (2023, Action) "John Wick: Chapter 4" Donnie Yen, Bill Skarsgård, Keanu Reeves.						
(SYFY)	(5:00) Movie ★★ "White House Down"		(:05) Movie ★★ (2021, Horror) "Halloween Kills" Judy Greer, Andi Matichak, Jamie Lee Curtis.				(:35) Movie ★★ "White House Down"		
(TLC)	90 Day Fiancé	90 Day Fiancé	90 Day Fiancé "More to Love: Love Is the Agency of Judgment" (N)		90 Day Fiancé (N)		Last Resort "Last Time Asking"		
(TMC)	(6:15) Movie ★★★ "Born to Be Blue"		Movie (22) "Monstrous" Colleen Camp, Christina Ricci.		Movie ★★ (07) "Premonition" Sandra Bullock.				(:10) Movie ★★★
(TNT)	(5:45) Movie ★★ (12) "Men in Black 3"		Movie ★★★ (16, Act) "Doctor Strange" Chiwetel Ejiofor, Rachel McAdams, Benedict Cumberbatch.				Movie ★★★ "Ant-Man and The Wasp"		
(USA)	Law-SVU "Redemption in Her Corner"		WWE Friday Night SmackDown (N)						Bel-Air (N)
(WPXI)	Sports Nation (N)	Big Bang	Penn & Teller "The Domino Effect" (N)		Masters of Illusion (N)		PIX11 News at Ten (N)		Seinfeld
(WTBS)	Big Bang	Big Bang	Movie ★★ (23) "The Flash" Sasha Calle, Michael Shannon, Ezra Miller. (P)						Movie ★★ (17)

DoubleACS to feature 'Attleboro and The Great War'

COMCAST CHANNEL 15

SATURDAY, MARCH 15

- 12 A.M. — XUC Wrestling
- 1 A.M. — Accordion Cool
- 1:30 A.M. — Inside Scoop
- 2 A.M. — Attleboro Winter Festival
- 2:30 A.M. — Chamber Update
- 3 A.M. — DoubleACS Daily News
- 3:05 A.M. — A Very Dangerous Woman
- 4 A.M. — Celebrating Ireland in Story and Song
- 5 A.M. — Valentines Concert
- 6 A.M. — Attleboro and the Great War
- 7 A.M. — Attleboro Winter Festival
- 7:30 A.M. — Marc Forbes — Masters of Design
- 8 A.M. — AHS Open Mic Night
- 9:30 A.M. — On Dementia: Part 2
- 10 A.M. — Inside Scoop
- 10:30 A.M. — Living in the 21st Century
- 11 A.M. — Watercolor Studio 42
- 12 P.M. — Celebrating Ireland in Story and Song
- 1 P.M. — Chamber Update
- 1:30 P.M. — Polka Time
- 3 P.M. — Nutrition and Healthy Aging
- 4 P.M. — Valentines Concert
- 5 P.M. — Marc Forbes — Masters of Design
- 5:30 P.M. — Accordion Cool
- 6 P.M. — Attleboro and the Great War
- 7 P.M. — Local Music Matters
- 8 P.M. — DoubleACS Daily News
- 8:05 P.M. — A Very Dangerous Woman
- 9 P.M. — Celebrating Ireland in Story and Song
- 10 P.M. — Valentines Concert
- 11 P.M. — Attleboro and the Great War

SUNDAY, MARCH 16

- 12 A.M. — XUC Wrestling
- 1 A.M. — Accordion Cool
- 1:30 A.M. — Inside Scoop
- 2 A.M. — On Dementia: Part 2
- 2:30 A.M. — Chamber Update
- 3 A.M. — DoubleACS Daily News
- 3:05 A.M. — Attleboro Winter Festival
- 3:30 A.M. — Marc Forbes — Masters of Design
- 4 A.M. — Living in the 21st Century
- 4:30 A.M. — Spreading The Living Word of Jesus Christ
- 5 A.M. — Life Worth Living
- 6 A.M. — AHS Open Mic Night
- 7:30 A.M. — Accordion Cool
- 8 A.M. — Life Worth Living
- 9 A.M. — Exercise Matinal Missionary Group
- 9:30 A.M. — Spreading The Living Word of Jesus Christ
- 10 A.M. — Eckankar Ministries
- 10:30 A.M. — On Dementia: Part 2
- 11 A.M. — Watercolor Studio 42
- 12 P.M. — Marc Forbes — Masters of Design
- 12:30 P.M. — Attleboro and the Great War
- 1:30 P.M. — Polka Time
- 3:30 P.M. — On Dementia: Part 2
- 4 P.M. — Valentines Concert
- 5 P.M. — Chamber Update
- 5:30 P.M. — Accordion Cool
- 6 P.M. — Nutrition and Healthy Aging
- 7 P.M. — What's the Buzz?
- 7:30 P.M. — Living in the 21st Century

- 8 P.M. — DoubleACS Daily News
- 8:05 P.M. — A Very Dangerous Woman
- 9 P.M. — Celebrating Ireland in Story and Song
- 10 P.M. — Valentines Concert
- 11 P.M. — Attleboro and the Great War

MONDAY, MARCH 17

- 12 A.M. — Local Music Matters
- 1 A.M. — Attleboro Winter Festival
- 1:30 A.M. — Chamber Update
- 2 A.M. — DoubleACS Daily News
- 2:05 A.M. — Attleboro Winter Festival
- 2:30 A.M. — Marc Forbes — Masters of Design
- 3 A.M. — DoubleACS Daily News
- 3:05 A.M. — A Very Dangerous Woman
- 4 A.M. — Celebrating Ireland in Story and Song
- 5 A.M. — Valentines Concert
- 6 A.M. — Attleboro and the Great War
- 7 A.M. — Attleboro Winter Festival
- 7:30 A.M. — Chamber Update
- 8 A.M. — AHS Open Mic Night
- 9:30 A.M. — On Dementia: Part 2
- 10 A.M. — Nutrition and Healthy Aging
- 11 A.M. — Polka Time
- 1 P.M. — Democracy Now
- 2 P.M. — DoubleACS Daily News
- 2:05 P.M. — Chamber Update
- 2:30 P.M. — Marc Forbes — Masters of Design
- 3 P.M. — Attleboro Winter Festival
- 3:30 P.M. — On Dementia: Part 2
- 4 P.M. — A Very Dangerous Woman
- 5 P.M. — DoubleACS Daily News
- 5:05 P.M. — Celebrating Ireland in Story and Song
- 6:05 P.M. — Chamber Update
- 6:30 P.M. — Marc Forbes — Masters of Design
- 7 P.M. — DoubleACS Daily News
- 7:05 P.M. — Attleboro Winter Festival
- 7:30 P.M. — Accordion Cool
- 8 P.M. — DoubleACS Daily News
- 8:05 P.M. — A Very Dangerous Woman
- 9 P.M. — Celebrating Ireland in Story and Song
- 10 P.M. — Valentines Concert
- 11 P.M. — Attleboro and the Great War

TUESDAY, MARCH 18

- 12 A.M. — Watercolor Studio 42
- 1 A.M. — Nutrition and Healthy Aging
- 2 A.M. — DoubleACS Daily News
- 2:05 A.M. — Attleboro Winter Festival
- 2:30 A.M. — Marc Forbes — Masters of Design
- 3 A.M. — DoubleACS Daily News
- 3:05 A.M. — AHS Open Mic Night
- 4:30 A.M. — On Dementia: Part 2
- 5 A.M. — Celebrating Ireland in Story and Song
- 6 A.M. — Nutrition and Healthy Aging
- 7 A.M. — Attleboro Winter Festival
- 7:30 A.M. — On Dementia: Part 2
- 8 A.M. — Marc Forbes — Masters of Design
- 8:30 A.M. — Chamber Update
- 9 A.M. — Attleboro Winter Festival
- 9:30 A.M. — A Very Dangerous Woman
- 10:30 A.M. — On Dementia: Part 2
- 11 A.M. — Watercolor Studio 42
- 12 P.M. — Local Music Matters
- 1 P.M. — Democracy Now
- 2 P.M. — DoubleACS Daily News

- 2:05 P.M. — Nutrition and Healthy Aging
- 3 P.M. — Marc Forbes — Masters of Design
- 3:30 P.M. — Chamber Update
- 4 P.M. — A Very Dangerous Woman
- 5 P.M. — DoubleACS Daily News
- 5:05 P.M. — On Dementia: Part 2
- 5:30 P.M. — Attleboro Winter Festival
- 6 P.M. — Accordion Cool
- 6:30 P.M. — What's the Buzz?
- 7 P.M. — DoubleACS Daily News
- 7:05 P.M. — Chamber Update
- 7:30 P.M. — Living in the 21st Century
- 8 P.M. — DoubleACS Daily News
- 8:05 P.M. — AHS Open Mic Night
- 9:30 P.M. — On Dementia: Part 2
- 10 P.M. — Marc Forbes — Masters of Design
- 10:30 P.M. — Chamber Update
- 11 P.M. — Nutrition and Healthy Aging

WEDNESDAY, MARCH 19

- 12 A.M. — Accordion Cool
- 12:30 A.M. — What's the Buzz?
- 1 A.M. — Marc Forbes — Masters of Design
- 1:30 A.M. — Attleboro Winter Festival
- 2 P.M. — DoubleACS Daily News
- 2:05 A.M. — Nutrition and Healthy Aging
- 3 A.M. — DoubleACS Daily News
- 3:05 A.M. — Girls Basketball: Lynn English vs Attleboro
- 4:30 A.M. — Boys Basketball: Putnam Voc. Tech vs Attleboro
- 6 A.M. — Attleboro and the Great War
- 7 A.M. — Celebrating Ireland in Story and Song
- 8 A.M. — Girls Basketball: Lynn English vs Attleboro
- 9:30 A.M. — Boys Basketball: Putnam Voc. Tech vs Attleboro
- 11 A.M. — Polka Time
- 1 P.M. — Democracy Now
- 2 P.M. — DoubleACS Daily News
- 2:05 P.M. — Girls Basketball: Lynn English vs Attleboro
- 3:30 P.M. — Boys Basketball: Putnam Voc. Tech vs Attleboro
- 5 P.M. — DoubleACS Daily News
- 5:05 P.M. — Attleboro Winter Festival
- 5:30 P.M. — Marc Forbes — Masters of Design
- 6 P.M. — Watercolor Studio 42
- 7 P.M. — DoubleACS Daily News
- 7:05 P.M. — Chamber Update
- 7:30 P.M. — On Dementia: Part 2
- 8 P.M. — DoubleACS Daily News
- 8:05 P.M. — Girls Basketball: Lynn English vs Attleboro
- 9:30 P.M. — Boys Basketball: Putnam Voc. Tech vs Attleboro
- 11 P.M. — Attleboro and the Great War

THURSDAY, MARCH 20

- 12 A.M. — Watercolor Studio 42
- 1 A.M. — Attleboro Winter Festival
- 1:30 A.M. — Chamber Update
- 2 A.M. — DoubleACS Daily News
- 2:05 A.M. — Attleboro Winter Festival
- 2:30 A.M. — Marc Forbes — Masters of Design
- 3 A.M. — DoubleACS Daily News
- 3:05 A.M. — A Very Dangerous Woman
- 4 A.M. — Celebrating Ireland in Story and Song
- 5 A.M. — Valentines Concert

- 6 A.M. — Attleboro and the Great War
- 7 A.M. — Attleboro Winter Festival
- 7:30 A.M. — Chamber Update
- 8 A.M. — AHS Open Mic Night
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- 12 P.M. — Accordion Cool
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- 2:30 P.M. — Marc Forbes — Masters of Design
- 3 P.M. — Attleboro Winter Festival
- 3:30 P.M. — On Dementia: Part 2
- 4 P.M. — A Very Dangerous Woman
- 5 P.M. — DoubleACS Daily News
- 5:05 P.M. — Celebrating Ireland in Story and Song
- 6:05 P.M. — Chamber Update
- 6:30 P.M. — Marc Forbes — Masters of Design
- 7 P.M. — DoubleACS Daily News
- 7:05 P.M. — Attleboro Winter Festival
- 7:30 P.M. — Living in the 21st Century
- 8 P.M. — DoubleACS Daily News
- 8:05 P.M. — A Very Dangerous Woman
- 9 P.M. — Celebrating Ireland in Story and Song
- 10 P.M. — Valentines Concert
- 11 P.M. — Attleboro and the Great War

FRIDAY, MARCH 21

- 12 A.M. — Accordion Cool
- 12:30 A.M. — Chamber Update
- 1 A.M. — Nutrition and Healthy Aging
- 2 A.M. — DoubleACS Daily News
- 2:05 A.M. — Attleboro Winter Festival
- 2:30 A.M. — Marc Forbes — Masters of Design
- 3 A.M. — DoubleACS Daily News
- 3:05 A.M. — AHS Open Mic Night
- 4:30 A.M. — On Dementia: Part 2
- 5 A.M. — Celebrating Ireland in Story and Song
- 6 A.M. — Nutrition and Healthy Aging
- 7 A.M. — Attleboro Winter Festival
- 7:30 A.M. — On Dementia: Part 2
- 8 A.M. — Marc Forbes — Masters of Design
- 8:30 A.M. — Chamber Update
- 9 A.M. — Attleboro Winter Festival
- 9:30 A.M. — A Very Dangerous Woman
- 10:30 A.M. — On Dementia: Part 2
- 11 A.M. — Polka Time
- 1 P.M. — Democracy Now
- 2 P.M. — DoubleACS Daily News
- 2:05 P.M. — Nutrition and Healthy Aging
- 3 P.M. — Marc Forbes — Masters of Design
- 3:30 P.M. — Chamber Update
- 4 P.M. — A Very Dangerous Woman
- 5 P.M. — DoubleACS Daily News
- 5:05 P.M. — On Dementia: Part 2
- 5:30 P.M. — Attleboro Winter Festival
- 6 P.M. — Watercolor Studio 42
- 7 P.M. — DoubleACS Daily News
- 7:05 P.M. — Chamber Update
- 7:30 P.M. — Attleboro Winter Festival
- 8 P.M. — DoubleACS Daily News
- 8:05 P.M. — AHS Open Mic Night
- 9:30 P.M. — On Dementia: Part 2
- 10 P.M. — Marc Forbes — Masters of Design
- 10:30 P.M. — Chamber Update
- 11 P.M. — Nutrition and Healthy Aging

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YOUR DAY

MOVIE REVIEWS



Cate Blanchett and Michael Fassbender in "Black Bag."

FOCUS FEATURES/TNS

'Black Bag' a delightful romantic spy drama

By **KATIE WALSH**
Tribune News Service

Move over Mr. and Mrs. Smith, there's a new sexy spy couple steaming up the silver screen, courtesy of Steven Soderbergh. Say hello to George Woodhouse (Michael Fassbender) and Kathryn St. Jean (Cate Blanchett). In this thrillingly twisty romantic drama inspired by John le Carré, their chemistry might be cerebral, but it is no less carnal.

The screenplay is by David Koepp, which marks the second (and superior) feature collaboration between the writer/director duo in 2025, the first being the ghostly thriller "Presence." If Koepp and Soderbergh decided to keep churning out 90-minute genre exercises for the foreseeable future, movie culture would be the richer for it, since "Black Bag" is one of the best — and most fun — films of the year so far.

"Black Bag" is the story of how married spies stay married, which involves a lot of trust, a lot of mutual surveillance, and a "till death do us part" level of loyalty that extends beyond the job. "That's hot," gasps underlying Clarissa Dubose (Marisa Abela),

'BLACK BAG'
**** (out of 4)**MPA rating:** R (for language including some sexual references, and some violence)**Running time:** 1:33**How to watch:** Now in theaters

who has found herself entrenched in George and Kathryn's strange web of deceit and devotion, and indeed it is hot, Clarissa, indeed it is.

Fassbender, outfitted in turtlenecks and horn-rimmed glasses, brings a simmering intensity to his portrayal of the nerdy, fastidious George, who hates liars so much he has no problem surveilling his own family, which now includes his glamorous, elusive wife, Kathryn. She's ended up on a list of possible leakers of sensitive information to foreign agents, and so now he will begrudgingly, but meticulously, investigate her potential involvement in the plot.

"Black Bag" opens and closes with a high-stakes dinner party game, in which we witness how George carefully extracts the truth from his targets, and how incestuously interwoven their little group of colleagues and collaborators has become, in both matters of

the heart and matters of international terrorism plots.

That terrorism plot may be what initiates the conflict, but it is secondary to the primary question of the film, which is about relationships, fidelity, trust and truth. The spy craft on display is more emotional but no less technical in terms of reading people and eliciting reactions. The action, as they say, is the juice, and the action here is verbal, rather than physical — it is manipulation and mind games, which might even be foreplay for George and Kathryn.

Soderbergh surrounds his two powerhouse actors with an equally dreamy ensemble cast, including Abela, Tom Burke, Naomi Harris, Regé-Jean Page and a former 007 himself, Pierce Brosnan.

The internal workings of the script deliver dizzying suspense, while Soderbergh offers up delectable surface pleasure as director, cinematographer (under his alias "Peter Andrews") and editor. Rich, luxe interiors are lit by ostentatiously warm lights, which contrast with the icy environs of the National Cyber Security Centre; George's proper buttoned-up style juxtaposes the

tactile riot of Kathryn's wardrobe, composed of varying textures in silk, leather and knits of rich browns, maroons and caramel (the stunning costume design is by Ellen Mirojnick).

"Black Bag" makes for an apt pairing with Soderbergh's 2011 action film "Haywire," also starring Fassbender. It's easy to categorize one as brawn, the other brain, but "Black Bag" is embodied too: in George's assessments of physical reactions during a polygraph test, or the way a jilted lover lashes out with violence, or how someone concealing a secret medicates themselves to sleep. It's embodied in the way George and Kathryn embrace in bed, or turn away; it's in the golden lamplight that makes faces glow with beauty and mystery across a table.

"Black Bag" may be rooted in the mind, but it is inextricably connected to the heart, especially in matters of love and trust, betrayal and murder. That's what makes a Soderbergh genre exercise such a deliciously satisfying cinematic morsel: it is pure fun, but also deeply layered with larger existential themes, making for a delightful romantic spy drama that cannot be missed.

'Novocaine' can't dull the pain of ultraviolence



Jack Quaid stars in the action thriller "Novocaine."

PARAMOUNT PICTURES/TNS

By **MICHAEL PHILLIPS**
Chicago Tribune**'NOVOCAINE'**
** (out of 4)**MPA rating:** R (for strong bloody violence, grisly images, and language throughout)**Running time:** 1:50**How to watch:** Now in theaters

"Novocaine" arrives with one bag of good news, and one bag that should've packed a little lighter on the ultraviolence.

I write this with a full understanding that other people may not agree. They'll enjoy both bags, especially since the movie's admiring close-ups of fingernail torture and the like, especially in a story of a man whose genetic order renders him insensitive to pain, goes for the laugh as often as not.

But it hurts seeing "Novocaine" squander a promising setup, with an unusually effective depiction of a romance in its first-date stage. The movie's star, Jack Quaid, best known for "The Boys," acquits himself with a breezy, Jack Lemmon air here, if Jack Lemmon found himself in a prequel to "The Equalizer" sometime around 1957.

Quaid's character, Nate, has lived a cautious, hermetic life given his condition known as

congenital insensitivity to pain with anhidrosis (CIPT, and it's a real if extremely rare condition). CIPT, as we learn from "Novocaine's" somewhat fanciful idea of the particulars, has the enormous downside of messing with his awareness if he happens to injure himself and not see or feel the effects in time to prevent serious trouble. He's hardly immortal. So Nathan lays low out of habit, dating little and gaming much. (Jacob Batalon gets an enjoyable turn as Nate's online fellow gamer.)

At the San Diego credit union where Nate works as junior manager, coworker Sherry, played by the deservedly busy actress Amber Midthunder, seems at least half as sweet on him as

SEE 'NOVOCAINE', PAGE B8 ►

To place an ad, log on to thesunchronicle.com/admarket and click place an ad 508-222-7018 class@thesunchronicle.com

CLASSIFIED



LEGALS

Charron



**Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Bristol Probate and Family Court
Office of Register Suite 240
40 Broadway
Taunton MA, 02780**

**NOTICE AND ORDER:
Petition for Appointment of
Guardian of a Minor
Docket No. BR24P3056GD**

In the interests of Caleb J Charron
of Attleboro, MA
Minor

NOTICE TO ALL INTERESTED PARTIES

- Hearing Date/Time: A hearing on a Petition for Appointment of Guardian of a Minor filed on 12/12/2024 by Richelle E Brown of Attleboro, MA will be held 03/24/2025 09:00 AM Review Hearing Located Probate and Family Court, 40 Broadway, Taunton, MA
- Response to Petition: You may respond by filing a written response to the Petition or by appearing in person at the hearing. If you choose to file a written response, you need to: File the original with the Court; and Mail a copy to all interested parties at least five (5) business days before the hearing.
- Counsel for the Minor: The minor (or an adult on behalf of the minor) has the right to request that counsel be appointed for the minor.
- Counsel for Parents: If you are a parent of the minor child who is the subject of this proceeding you have a right to be represented by an attorney. If you want an attorney and cannot afford to pay for one and if you give proof that you are indigent, an attorney will be assigned to you. Your request for an attorney should be made immediately by filing out the Application of Appointment of Counsel form. Submit the application form in person or by mail at the court location where your case is going to be heard.
- Presence of the Minor at Hearing: A minor over age 14 has the right to be present at any hearing, unless the Court finds that it is not in the minor's best interests.

ORDER TO PETITIONER(S)

IT IS ORDERED THAT copies of this Notice and the Petition for Appointment of Guardian of a Minor be served in hand on the minor, (if 14 or more years of age and not the petitioner), the guardian, the parents of the minor, and any other person if ordered by the Court, at least fourteen (14) days prior to the hearing date listed above. Service must be made by sheriff, constable, or other person approved by the Court. If Service in hand cannot be accomplished on any interested party, IT IS ORDERED that copies of this Notice and the Petition for Appointment of Guardian of a Minor be served on the interested party by leaving at and mailing by regular first class mail to last and usual place of residence of the interested party at least fourteen (14) days prior to the date of hearing listed above.

If the identity or whereabouts of an interested party is not known, IT IS FURTHER ORDERED that copies of this Notice and Petition for Appointment of Guardian of a Minor be served on all interested persons at least fourteen (14) days prior to the hearing date by mailing first class mail and by publishing a copy of the Order and Notice once in The Sun Chronicle Attleboro publication to be at least Seven (7) days prior to the hearing date.

If required, service on the United States Veteran Administration and the Department of Children and Families may be accomplished by regular first class mail at least Seven (7) days prior to the hearing.

THIS IS A LEGAL NOTICE: An important court proceeding that may affect your rights has been scheduled. If you do not understand this notice or other court papers, please contact an attorney for legal advice.

Date: December 18, 2024
Register of Probate
03/14/2025

LEGALS

Miller



**THE COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
Docket Number: 25 SM 000690
ORDER OF NOTICE**

To:
Kevin Miller

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 (et seq):

PennyMac Loan Services, LLC

claiming to have an interest in a Mortgage covering real property in North Attleboro, numbered 426 Mt. Hope Street, Building East, Unit 207, The Residences on Falls Pond Condominium, given by Kevin Miller to Mortgage Electronic Registration Systems, Inc., as nominee for Mortgage Research Center, LLC, dba Veterans United Home Loans, dated February 28, 2019, and recorded in the Bristol County (Northern District) Registry of Deeds in Book 24965, Page 41, and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendants/Defendants Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before April 28, 2025, or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.

Witness, Gordon H. Piper, Chief Justice of this Court on March 11, 2025.

Attest:
Deborah J. Patterson
Recorder
27317
03/14/2025

LEGALS

Fence



**CITY OF ATTLEBORO
BUILDING INSPECTOR**

This is to notify you that an application has been made to the Inspector of Buildings by:

Russell A. Mobley for a 6ft Wood Fence at 48 Stoney Brook Ln., Attleboro, MA 02703

"The decision of the Inspector of Buildings to issue a fence permit may be appealed to the Zoning Board of Appeals in accordance with the provisions of the Revised Ordinances of the City of Attleboro Section 17-8.8 Appeals".

Monique Kennedy
Principal Clerk
03/14/2025

LEGALS

Desjardins

NOTICE OF MORTGAGEES SALE OF REAL ESTATE

Premises: 24 Third Street, Attleboro, MA 02703

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Gerald A DesJardins, Dorice R DesJardins, Stephen G DesJardins, Richard D DesJardins, Elizabeth A. Flynn, Philip J DesJardins, Susan N DesJardins and Edward P Desjardins to Wells Fargo Bank, N.A., and now held by Wilmington Savings Fund Society, FSB, not in its individual capacity but solely in its capacity as Owner Trustee for Ocwen Loan Acquisition Trust 2024-HB1, said mortgage dated September 22, 2004 and recorded in the Bristol County (Northern District) Registry of Deeds in Book 14111, Page 6, said mortgage was assigned from Wells Fargo Bank, NA to Nationstar Mortgage LLC d/b/a Champion Mortgage Company by assignment dated August 17, 2018 and recorded with said Registry of Deeds in Book 24624, Page 233; said mortgage was assigned from Nationstar Mortgage LLC dba Champion Mortgage Company to Mortgage Assets Management LLC by assignment dated July 12, 2022 and recorded with said Registry of Deeds in Book 28043, Page 333; said mortgage was assigned from Nationstar Mortgage LLC D/B/A Champion Mortgage Company to Mortgage Assets Management, LLC by assignment dated October 19, 2022 and recorded with said Registry of Deeds in Book 28152, Page 93; said mortgage was assigned from Mortgage Assets Management, LLC to PHH Mortgage Corporation by assignment dated March 14, 2024 and recorded with said Registry of Deeds in Book 28794, Page 60; said mortgage was assigned from PHH Mortgage Corporation to Wilmington Savings Fund Society, FSB, not in its individual capacity but solely in its capacity as Owner Trustee for Ocwen Loan Acquisition Trust 2024-HB1 by assignment dated March 29, 2024 and recorded with said Registry of Deeds in Book 28845, Page 176; said mortgage was assigned from Wilmington Savings Fund Society, FSB, not in its individual capacity but solely in its capacity as Owner Trustee for Ocwen Loan Investment Trust 2024-HB1 to Wilmington Savings Fund Society, FSB, not in its individual capacity but solely in its capacity as Owner Trustee for Ocwen Loan Acquisition Trust 2024-HB1 by assignment dated October 23, 2024 and recorded with said Registry of Deeds in Book 29092, Page 194; for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on April 11, 2025 at 01:00 PM Local Time upon the premises, all and singular the premises described in said mortgage, to wit:

Beginning at a point which marks the intersection of Third and Jefferson Streets; thence running southerly by said Third Street 75 feet to land formerly of Flora Grant; thence turning and running westerly by said Grant land 87.25 feet to land now or formerly of Freeman Robbins; thence turning and running northerly by said Robbins land 75 feet to Jefferson Street; thence easterly by Jefferson Street 87.25 feet to Third Street and the point of beginning.

For title reference see deed recorded at Book 8850, Page 42

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

For Mortgagors Title see deed dated September 7, 2004, and recorded in the Bristol County (Northern District) Registry of Deeds in Book 14111, Page 4.

TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale.

Other terms to be announced at the sale.

Brock & Scott, PLLC
23 Messenger Street
2nd Floor
Plainville, MA 02762

Attorney for Wilmington Savings Fund Society, FSB, not in its individual capacity but solely in its capacity as Owner Trustee for Ocwen Loan Acquisition Trust 2024-HB1
Present Holder of the Mortgage
(401) 217-8701
03/14, 03/21, 03/28/2025

LEGALS

Annual Action Plan

NOTICE FOR ANNUAL ACTION PLAN APPLICATIONS

On Friday, March 14th, 2025, the Office of Community Development will make available again, applications for Request for Proposals to entities and individuals seeking CDBG funds to provide public social services to low and moderate income residents, businesses seeking up to \$50,000.00 for economic development/micro-enterprise or other business assistance (i.e., to relocate a business in Attleboro, startup business assistance, rental assistance, and create or retain jobs for low and moderate income residents), and city departments and/or individuals seeking funding for the rehabilitation/creation of affordable housing, infrastructure, public facilities, and architectural barrier removal projects throughout the City of Attleboro. Funds will be provided in the form of loans and/or grants. Completed applications are due in the Office of Community Development, 77 Park Street, Attleboro, MA 02703 no later than noon, Friday, March 28th, 2025. Applications may be handdelivered or electronically submitted. Mailed applications should must be post marked no later than, Thursday, March 27th, 2025. Only complete applications will be considered.

For additional questions please contact Emily Miller, Community Development Director, at emiller@cityofattleboro.us or (508) 223-2222 ext.3330.

Emily Miller, Community Development Director
Attleboro Office of Community Development
77 Park Street
Attleboro, MA 02703
03/14/2025

LEGALS

HarborOne Bank

NOTICE TO ESTABLISH BRANCH

Notice is hereby given that HarborOne Bank (Bank), Brockton, Massachusetts, has filed an application with the Federal Deposit Insurance Corporation (FDIC) requesting the FDICs approval for the Bank to establish a branch at 127 Pleasant Street, Attleboro, Massachusetts 02703 (Proposed Branch).

Any person wishing to comment on this application may file his or her comments in writing with the regional director of the Federal Deposit Insurance Corporation at the appropriate FDIC office Federal Deposit Insurance Corporation, 15 Brintree Hill Office Park, Suite 200, Brintree, Massachusetts 02184-8701 not later than March 29, 2025. The nonconfidential portions of the application are on file at the appropriate FDIC office and are available for public inspection during regular business hours. Photocopies of the nonconfidential portion of the application file will be made available upon request.
03/14/2025

LEGALS

Charron



**Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Bristol Probate and Family Court
Office of Register Suite 240
40 Broadway
Taunton MA, 02780**

**NOTICE AND ORDER:
Petition for Appointment of
Guardian of a Minor
Docket No. BR24P3060GD**

In the interests of Cole A Charron
of Attleboro, MA
Minor

NOTICE TO ALL INTERESTED PARTIES

- Hearing Date/Time: A hearing on a Petition for Appointment of Guardian of a Minor filed on 12/12/2024 by Richelle E Brown of Attleboro, MA will be held 03/24/2025 09:00 AM Review Hearing Located Probate and Family Court, 40 Broadway, Taunton, MA
- Response to Petition: You may respond by filing a written response to the Petition or by appearing in person at the hearing. If you choose to file a written response, you need to: File the original with the Court; and Mail a copy to all interested parties at least five (5) business days before the hearing.
- Counsel for the Minor: The minor (or an adult on behalf of the minor) has the right to request that counsel be appointed for the minor.
- Counsel for Parents: If you are a parent of the minor child who is the subject of this proceeding you have a right to be represented by an attorney. If you want an attorney and cannot afford to pay for one and if you give proof that you are indigent, an attorney will be assigned to you. Your request for an attorney should be made immediately by filing out the Application of Appointment of Counsel form. Submit the application form in person or by mail at the court location where your case is going to be heard.
- Presence of the Minor at Hearing: A minor over age 14 has the right to be present at any hearing, unless the Court finds that it is not in the minor's best interests.

ORDER TO PETITIONER(S)

IT IS ORDERED THAT copies of this Notice and the Petition for Appointment of Guardian of a Minor be served in hand on the minor, (if 14 or more years of age and not the petitioner), the guardian, the parents of the minor, and any other person if ordered by the Court, at least fourteen (14) days prior to the hearing date listed above. Service must be made by sheriff, constable, or other person approved by the Court. If Service in hand cannot be accomplished on any interested party, IT IS ORDERED that copies of this Notice and the Petition for Appointment of Guardian of a Minor be served on the interested party by leaving at and mailing by regular first class mail to last and usual place of residence of the interested party at least fourteen (14) days prior to the date of hearing listed above.

If the identity or whereabouts of an interested party is not known, IT IS FURTHER ORDERED that copies of this Notice and Petition for Appointment of Guardian of a Minor be served on all interested persons at least fourteen (14) days prior to the hearing date by mailing first class mail and by publishing a copy of the Order and Notice once in The Sun Chronicle Attleboro publication to be at least Seven (7) days prior to the hearing date.

If required, service on the United States Veteran Administration and the Department of Children and Families may be accomplished by regular first class mail at least Seven (7) days prior to the hearing.

THIS IS A LEGAL NOTICE: An important court proceeding that may affect your rights has been scheduled. If you do not understand this notice or other court papers, please contact an attorney for legal advice.

Date: December 18, 2024
Register of Probate
03/14/2025

LEGALS

Wiard



**Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Bristol Probate and Family Court
Office of Register Suite 240
40 Broadway
Taunton, MA 02780
(508)977-6040**

**CITATION ON PETITION FOR
FORMAL ADJUDICATION
Docket No. BR25P0541EA**

Estate of: Gertrude S Wiard
Date of Death: 04/05/1998

To all interested persons:

A Petition for Formal Adjudication of Intestacy and Appointment of Personal Representative has been filed by Elizabeth A Streeten of Cockeyville MD requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: Elizabeth A Streeten of Cockeyville MD be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in unsupervised administration

IMPORTANT NOTICE

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 04/11/2025.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Katherine A Field, First Justice of this Court.
Date: March 10, 2025
Thomas C Hoye, Jr., Register of Probate
03/14/2025



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LEGALS

Charron



**Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Bristol Probate and Family Court
Office of Register Suite 240
40 Broadway
Taunton MA, 02780**

**NOTICE AND ORDER:
Petition for Appointment of
Guardian of a Minor
Docket No. BR24P3052GD**

In the interests of Christian M Charron
of Attleboro, MA
Minor

NOTICE TO ALL INTERESTED PARTIES

- Hearing Date/Time: A hearing on a Petition for Appointment of Guardian of a Minor filed on 12/12/2024 by Richelle E Brown of Attleboro, MA will be held 03/24/2025 09:00 AM Review Hearing Located Probate and Family Court, 40 Broadway, Taunton, MA
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- Counsel for Parents: If you are a parent of the minor child who is the subject of this proceeding you have a right to be represented by an attorney. If you want an attorney and cannot afford to pay for one and if you give proof that you are indigent, an attorney will be assigned to you. Your request for an attorney should be made immediately by filing out the Application of Appointment of Counsel form. Submit the application form in person or by mail at the court location where your case is going to be heard.
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THIS IS A LEGAL NOTICE: An important court proceeding that may affect your rights has been scheduled. If you do not understand this notice or other court papers, please contact an attorney for legal advice.

Date: December 18, 2024
Register of Probate
03/14/2025

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SUDOKU

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

Fun By The Numbers

Like puzzles? Then you'll love sudoku. This mind-bending puzzle will have you hooked from the moment you square off, so sharpen your pencil and put your sudoku savvy to the test!

Level: Advanced

Here's How It Works:

Sudoku puzzles are formatted as a 9x9 grid, broken down into nine 3x3 boxes. To solve a sudoku, the numbers 1 through 9 must fill each row, column and box. Each number can appear only once in each row, column and box. You can figure out the order in which the numbers will appear by using the numeric clues already provided in the boxes. The more numbers you name, the easier it gets to solve the puzzle!

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

ANSWER:



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ACROSS

- 1 Do a lawn job
- 4 Gulf
- 9 Physicians' org.
- 12 Greek H
- 13 Way to go
- 14 Drink
- 15 Command for a pooch
- 16 Rustic
- 17 "— if by land ..."
- 18 Receive willingly
- 20 Loudspeaker
- 22 Spicy
- 23 Song
- 24 Concern of bookmakers
- 26 Emerald or aquamarine
- 29 "The Matrix" hero
- 30 — Claire, Wisconsin
- 31 Yin and —
- 35 Seaweed

DOWN

- 37 Fish-eating bird
- 38 Hive occupant
- 39 Syrup flavor
- 41 Silence
- 42 Excuse
- 45 Quiet room
- 46 Charter again
- 48 Skylight
- 51 "— Got a Secret"
- 52 Director — De Palma
- 54 Homer's dad
- 55 Briny deep
- 56 Century plant
- 57 Part of Scand.
- 58 Poet's "always"
- 59 Dead duck
- 60 Short-sleeve shirt

Answer to Previous Puzzle

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

- 3 Canine guard
- 4 Burial chamber
- 5 Owl's cry
- 6 Arctic bird
- 7 Ragout
- 8 Tune
- 9 In the air

- 10 French painter
- 11 Mimicking behavior
- 19 Dawn goddess
- 21 Unctuous
- 24 — shoestrings
- 25 Punta — Este
- 26 Traffic sound
- 27 — Grey tea
- 28 Ancient letter
- 32 Rife
- 33 Butterfly catcher
- 34 "My word!"
- 36 Both (Prefix)
- 40 Safety device for drivers
- 41 About half of all people
- 42 Come to be
- 43 Water barrier
- 44 "— — America Singing"
- 45 Eatery
- 47 Therefore
- 48 Ripple
- 49 Double reed instrument
- 50 Used to be
- 53 Actor — McKellen

1	2	3	4	5	6	7	8	9	10	11	
12			13					14			
15			16					17			
18			19			20		21			
		22				23					
24	25			26	27	28					
29				30				31	32	33	34
35			36		37					38	
		39	40					41			
42	43	44					45				
46				47		48			49	50	
51				52		53			54		
55				56					57		
58				59					60		

Woman's habits take a turn for the worse

DEAR ABBY: I am married with two children, 6 and 4. I love them and my wife. When I met her, I knew she was a little messy. I am neat, tidy and generally organized.



Dear Abby

Over time, her behavior (specifically, cleanliness and tidiness) has grown worse. It's reached the point where she leaves her chewed-off fingernails where our children play barefoot. She refuses to help with household chores or to be a functional part of the household.

I don't want a divorce because I know it would wreck the children's lives. I have been holding out while politely begging for some of the cleanliness issues to resolve, but it's had zero impact. I'm ready to lose my mind, and my hair is visibly thinning from the stress.

It's like having a third child. What do I do? — **FRAZZLED IN FLORIDA**

DEAR FRAZZLED: A wife and mother whose behavior and general cleanliness have worsened to the point that she leaves her chewed-off fingernails on the floor where her children play may be experiencing mental problems. Withdrawing as you have described isn't normal behavior and could be a cry for help.

Contact your health insurance company and your doctor so your wife can be evaluated physically and neurologically. After that, you will have a better idea of what to do. While this could simply be the behavior of a disorganized and harried housewife, I'm concerned it could be more.

DEAR ABBY: I am a widow with two living children (one son died of COVID in 2021). My daughter wants me to go on a cruise with her

next year. I don't feel comfortable around crowds and strange people. This is due to losing my son and the lack of masking nowadays.

I told my daughter no on the cruise. It hurt her feelings, and now I'm the one feeling bad. Should I feel guilty because I worry about my health? I keep up with all my vaccinations, including flu, and I am healthy, but I no longer socialize as often as I used to. My doctor has told me that at my age it is important to always be careful. Your thoughts? — **CAUTIOUS IN CALIFORNIA**

DEAR CAUTIOUS: In light of the facts that you lost your son to COVID and that your doctor has warned you to be careful, your caution is understandable. I'm sorry you didn't mention the size of the ship on which your daughter is planning to vacation, because some ships are so large that they could put you in close contact with thousands of other passengers.

Being up to date on your vaccinations is wise, but it doesn't guarantee that you might not contract another communicable disease. Tell your daughter you would love to vacation with her under different circumstances, but your health must come first, and don't feel guilty for doing so.

CONTACT DEAR Abby at www.DearAbby.com or P.O. Box 69440, Los Angeles, CA 90069.

Today's horoscope

FRIDAY, MAR. 14, 2025

ARIES (March 21-April 19): Refrain from locking yourself into something you don't want to do. Check out other possibilities, and consider where your time and effort will make the most significant difference in your life or for a cause that concerns you. Make your happiness a highlight, and spend time with someone you love. 3 stars

TAURUS (April 20-May 20): Finish what you start and head into the weekend without a worry. A background that lends itself to nature, social events or an activity that satisfies your soul will give you the pick-me-up you need to rejuvenate. A little pampering will go a long way in making you feel grateful. 5 stars

GEMINI (May 21-June 20): Be careful not to start something you cannot finish. Honesty is the best policy, especially when dealing with people who need help or want answers regarding your connection. Self-improvement, physical activity and updating your appearance are favored. 2 stars

CANCER (June 21-July 22): Put your energy where it counts, and you won't be disappointed. A chance to make others take notice using your skills uniquely will help point you in a direction that offers responsibilities and all the bells and whistles that go with recognition. Include loved ones in your success. 4 stars

LEO (July 23-Aug. 22): Take responsibility for your happiness. Take time out to relax and pamper yourself. Love, romance and participating in something that brings you closer to someone who shares your interests will offer insight into the personal or lifestyle changes you can make that nurture your relationship. 3 stars

VIRGO (Aug. 23-Sept. 22): Implement a financial plan that helps you save. Think twice before you take on someone's debt or responsibilities. Devise a plan that offers suggestions and incentives to someone you care about but don't want to pay for. Strive for equality and balance in relationships to avoid dissatisfaction. 3 stars

LIBRA (Sept. 23-Oct. 22): Let your emotions and heart step up and take over. Personal gains, self-improvement, love and romance are featured and can turn an ordinary day into something special. Get out, participate, mingle and meet people who share your interests, and you'll discover someone or something that makes you happy. 3 stars

SCORPIO (Oct. 23-Nov. 21): You'll have a revelation if you test your strengths and courage and introduce who you are and what you enjoy to those you encounter today. Don't sell yourself short; you have more to offer than you realize, and the right people will help you discover how special and talented you are. Embrace life. 3 stars

SAGITTARIUS (Nov. 22-Dec. 21): Fall in love with your life, your surroundings and the prospects available to you, and it will change the way you see yourself and your future. Refuse to let anyone's negativity bring you down when your momentum flows and you have so much to offer. Make your way forward. 2 stars

CAPRICORN (Dec. 22-Jan. 19): Set a budget and plan to alter your surroundings to suit your needs. Adding to your comfort and convenience will make a difference in your attitude and benefit you more than you imagine. You may not get everyone's vote of confidence, but stick to your plans, and you'll gain support and respect. 5 stars

AQUARIUS (Jan. 20-Feb. 18): Put your talents and your intelligence to work, and you'll find a means to an end that encourages bringing in extra cash. A sideline business from home will take on a life of its own and encourage you to invest more time in something you enjoy doing. Personal gain is within reach. 3 stars

PISCES (Feb. 19-March 20): Taking on too much will be your downfall. Sometimes, you are best to put yourself first to replenish your energy and consider how best to use your strengths to improve your life. Focus on relaxing, and it will offer insight into unique and affordable pastimes you can pursue with loved ones. 3 stars

T H E S U N C H R O N I C L E

Family drama ‘Adolescence’ is a 4-part, one-take wonder

By HILARY FOX
Associated Press

Each episode of “Adolescence,” the four-part Netflix drama that premiered Thursday, was filmed in a single continuous shot.

While shooting the British show, which traces the emotional fallout after a teenage stabbing, the camera was handed between operators like a relay race, clipped on and off drones and passed between the fast-moving crew as they followed the actors in and out of buildings and vehicles.

It’s a style used before by director Philip Barantini to add an immediacy for the viewer and immersion for the cast, which includes Stephen Graham, Erin Doherty and Ashley Walters.

Graham, who worked with Barantini on the restaurant series and film “Boiling Point,” says it’s a zen-like style of acting.

“You have that kind of spontaneity and that energy that you get from doing a play and doing a live performance,” while using the naturalistic style of television acting, Graham explains.

Newcomer Owen Cooper plays Jamie Miller, the young boy accused of the knife crime. He’s at the center of the story, which expands to show the impact on the police and professionals involved in the case, as well as his family, friends and the children at school. As joint show creator and writer with Jack Thorne, it was Graham’s idea to switch the narrative from being focused on the victim’s family to those in the life of the accused, to ask questions about who is to blame for teen violence.

Now age 15, Cooper put a lot of work into turning up word-perfect to rehearsals, unsure how the one-take style would work (he ended up impressing everyone with his preparation and natural instincts — he’s the next Robert DeNiro, suggests Graham). Planning, though, is at the heart of this type of filming, according to Barantini.

After getting the script from Thorne, Barantini and his team go through the one-hour episodes and



Ashley Walters, center left, and Faye Marsay, center right, in a scene from “Adolescence.”

trim what won’t work. Then, it’s time for locations. Set in the north of England, a police station was built to purpose; even the number of stairs was calculated to provide the right travel time for a character and their amount of dialogue.

“The technical mastery on this show is so amazing,” says Thorne, who admits he was sad to cut one school scene where a football flies at the characters — the walking took too long.

‘Choreographed dance’

The family’s home location was found within a three-minute drive of the police station set. An old warehouse, another short distance away, was transformed into a DIY superstore that the characters visit.

“We would digitally map everything out and the camera moves, and then it’s just about getting on set with the actors and being present and dancing,” says Barantini. “It’s a choreographed dance and some things you have to tweak, but you’ve got to be open to that.”

Rehearsals are extensive so they don’t waste time filming until they have movements down for the crew

and the cast alike. Walters, who plays the soul-searching police officer investigating Jamie, says he was able to use his movement around the locations to remember the timing of his lines.

Doherty, best known as a young Princess Anne in “The Crown,” wishes she could work on single-take projects for the rest of her life, calling it a “glorious” experience.

“It was this kind of weird, symbiotic relationship that you developed with the camera team. Like they were just moving around you and it just didn’t faze you at all by that point,” she says.

Doherty’s scenes as Jamie’s clinical psychologist are practically a two-hander with Cooper and she reckons he’s one of the best actors she’s worked with: “You’d just be watching him, like, how are you ... how are you doing this?”

Occasional mistakes were ironed out during the practice phase.

Christine Tremarco, who took on the emotional role of Jamie’s mom, walked into the kitchen during rehearsal, only to be told by Graham she was supposed to be upstairs with the camera. She didn’t do it again.

Comedian Nikki Glaser to return as host of Golden Globes in 2026

NEW YORK (AP) — After a well-reviewed emcee debut, the Golden Globes are bringing back comedian Nikki Glaser to host the 2026 ceremony.

Dick Clark Productions, the producer of the award show, announced Thursday that Glaser will return for the 83rd Globes next January. Glaser, the first woman to host the show solo, successfully shepherded a ceremony she called “Ozempic’s biggest night.”

“Hosting the Golden



Nikki Glaser

Globes this year was without a doubt the most fun I have ever had in my career,” said Glaser in a statement. “I can’t wait to do it again, and this time in front of the team from ‘The White Lotus’ who will finally recognize my talent and cast me in Season Four as a Scandinavian Pilates instructor with a shadowy past.”

‘NOVOCAINE’: Film goes too heavy on brutality

FROM PAGE B5

Nate feels about her. This may be grade inflation, since nobody seems to write first-date sequences with anything like a human pulse anymore, but “Novocaine” does a deft job with their budding attraction. It takes its time, establishes a few things and finds ways to make Nate and Sherry likable — and somehow, directors Dan Berk and Robert Olsen and screenwriter Lars Jacobson avoid the cliché of a wordless montage, backed by song. Bold risk! Actual dialogue, delivered by actual actors acting!

Anyone who’s seen the trailer knows that “Novocaine” is really an action movie, waiting for its cue to start slicing and walloping. When the credit union is robbed in broad daylight by three generic killers, boom, it’s multiple bullet-fiddled police officers dead on the street. Sherry becomes a hostage, whisked away at gunpoint by the killers.

I’ll lay off any further plot discussion other than to say “Novocaine” has a nicely finessed twist

around the midpoint, and thereafter a pretty simple line of attack. Nate leaps into action-hero mode, and the film’s mayhem blow-outs include a multi-weapon melee in a restaurant kitchen, leaving our gangly hero horribly burned but quite chipper about it, since his adversary is less fortunate.

Sound fun? Sure, for what it is, and for a while. After that while, the violence takes over and the finesse goes south while the “Taken” and “John Wick” riffs grow tiresome. The cardboard psychos are a drag, and while some nicely staged “kills” (odious noun, there) pop up, gushing blood, in the climactic booby-trapped house showdown, I kind of hate that stuff. By the end of “Novocaine,” it’s as if the filmmakers — who have talent, and who are now off and running in a commercial sense — forgot how their movie started: with Quaid and Midthunder getting the material and the screen time needed to hook an audience’s interest, before the jocular sadism commenced in earnest.

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20 Mary St.
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Certificate of Mailing — Firm

Name and Address of Sender

Cullen Schuitz
20 John Williams St
Attleboro, MA 02703

TOTAL NO.
of Pieces Listed by Sender

42

TOTAL NO.
of Pieces Received at Post Office™

Postmaster, per (name of receiving employee)

Affix Stamp Here
Postmark with Date of Receipt.

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Parcel Airlift
1. 033-170-00A	12 Tondreau Ave Attleboro, MA 02703			
2. 033-173-000	20 Tondreau Ave Attleboro, MA 02703			
3. 033-173-00A-U10	22 Tondreau Ave Unit 1 Attleboro, MA 02703			
4. 033-173-00A-U20	24 Tondreau Ave Unit 2 Attleboro, MA 02703			
5. 033-176-000	28 Tondreau Ave Attleboro, MA 02703			
6. 033-178-000	30 Tondreau Ave Attleboro, MA 02703			



Certificate of Mailing — Firm

Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.			
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)		Postage	Fee	Parcel Airlift	
Cullen Schultz 20 John Williams St Attleboro, MA 02703	42	Postmaster, per (name of receiving employee)				
1. 033-208-000	29 John Williams St Attleboro, MA 02703					
2. 033-211-021	3225 McLeod Dr Suite 777 Las Vegas, NV 89121					
3. 033-211-023	3225 McLeod Dr Suite 777 Las Vegas, NV 89121					
4. 033-213-000	17 John Williams St Attleboro, MA 02703					
5. 033-215-000	15 John Williams St Attleboro, MA 02703					
6. 033-217-000	9 John Williams St Attleboro, MA 02703					



Certificate of Mailing — Firm

Name and Address of Sender

Colleen Schwitz
20 John Williams St
Athleboro, MA 02703

TOTAL NO.
of Pieces Listed by Sender

42

TOTAL NO.
of Pieces Received at Post Office™

Postmaster, per (name of receiving employee)

Affix Stamp Here
Postmark with Date of Receipt.

USPS® Tracking Number
Firm-specific Identifier

Address
(Name, Street, City, State, and ZIP Code™)

Postage

Fee

Parcel Airlift

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Parcel Airlift
1. 033-218-000	5 John Williams St Athleboro, MA 02703			
2. 033-220-000	John Williams St Athleboro MA 02703			
3. 033-221-000	88 Messenger St Plainville, MA 02762			
4. 033-221-004	20 John Williams St Athleboro MA 02703			
5. 033-221-008	34 John Williams St Athleboro, MA 02703			
6. 033-221-00E	20 John Williams St Athleboro, MA 02703			



Certificate of Mailing — Firm

Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™ <small>Postmaster, per (name of receiving employee)</small>	Affix Stamp Here <i>Postmark with Date of Receipt.</i>		
USPS® Tracking Number <small>Firm-specific Identifier</small>	Address <small>(Name, Street, City, State, and ZIP Code™)</small>		Postage	Fee	Parcel Airlift
1. 033-222-000	42	[Redacted]			
2. 033-222-000		20 John Williams St Atholboro, MA 02703			
3. 033-222-000		229 Oakl Blvd Atholboro, MA 02703			
4. 033-224-000		12 Park St Atholboro, MA 02703			
5. 033-225-004		10 Park Place Boston, MA 02116			
6. 035-137-000		PO BOX 2970 90 Olive St Atholboro, MA 02703			
		705 Fifth Ave New York, NY 10022			



Certificate of Mailing — Firm

Name and Address of Sender

Colleen Schwitz
20 John Williams St
Athleboro, MA 02703

TOTAL NO.
of Pieces Listed by Sender

42

TOTAL NO.
of Pieces Received at Post Office™

Postmaster, per (name of receiving employee)

Affix Stamp Here
Postmark with Date of Receipt.

USPS® Tracking Number
Firm-specific Identifier

1. 035-138-000

Address
(Name, Street, City, State, and ZIP Code™)

[Redacted]
77 Park St
Athleboro, MA 02703

Postage

Fee

Parcel Alrritt

2.

[Redacted]
77 Park St
Athleboro, MA 02703

3.

[Redacted]
77 Park St
Athleboro, MA 02703

4.

[Redacted]
580 Broad St
Central Falls, RI 02863

5.

[Redacted]
137 Roosevelt Ave
Pawtucket, RI 02860

6.

[Redacted]
45 Broad St
Cumberland, RI 02864



Certificate of Mailing — Firm

Name and Address of Sender		TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.		
USPS® Tracking Number Firm-specific Identifier		42				
Gillean Schultz 20 John Williams St Attleboro, MA 02703		Postmaster, per (name of receiving employee)				
1.	Address (Name, Street, City, State, and ZIP Code™)			Postage	Fee	Parcel Airlift
	[Redacted] 6 Park Row Mansfield, MA 02048					
2.	43 S Washington St Attleboro, MA 02760					
3.	[Redacted] 70 E Main St Norton, MA 02766					
4.	[Redacted] 340 Anawan St Rehoboth, MA 02769					
5.	[Redacted] 100 Peck St Seekonk, MA 02771					
6.	900 Water St Jacksonville, FL 32202					

KODAK SERVICE

03/20/2025 WESTFIELD, MA 01097

Product	Qty	Unit Price	Total Price
USA - Firm - Domestic			\$27.30
US FlagsBkIt/20	2	\$14.60	\$29.20
PurpleHeartMedal	2	\$0.73	\$1.46

Grand Total: \$57.96

Card Name: JESSIE
Account #: XXXXX5904
Approval #: 182979
Transaction #: 526
AID: A0000000980840 Contactless
AL: US DEBIT

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

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

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



or call 1-800-410-7420.

UFN: 248908-0886
Receipt #: 840-50180150-3-6279524-2
Clerk: 05



WESTFORD
301 LITTLETON RD
WESTFORD, MA 01886-6000
(800)275-8777

03/20/2025 04:27 PM

Product	Qty	Unit Price	Price
CTOM - Firm - Domestic	42		\$27.30
US FlagsBkit/20	2	\$14.60	\$29.20
PurpleHeartMedal	2	\$0.73	\$1.46

Grand Total: \$57.96

Credit Card Remit \$57.96

Card Name: VISA
Account #: XXXXXXXXXXXX5904
Approval #: 182879
Transaction #: 526
AID: A0000000980840 Contactless
AL: US DEBIT

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Track your Packages
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All sales final on stamps and postage.
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Thank you for your business.

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or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 248908-0886
Receipt #: 840-50180150-3-6279524-2
Clerk: 05



CITY OF ATTLEBORO

REQUEST FOR CERTIFIED LIST OF ABUTTERS

TYPE OF APPLICATION

<input type="checkbox"/> VARIANCE	<input checked="" type="checkbox"/> SPECIAL PERMIT	<input type="checkbox"/> RE-ZONING	<input type="checkbox"/> LIQUOR LICENSE	<input type="checkbox"/> OTHER*
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*If other please specify: _____

CONSERVATION COMMISSION ABUTTERS APPLICATIONS

<input type="checkbox"/> WETLANDS PROTECTION ACT / STORMWATER MGMT ORDINANCE	Notify all properties within 100 feet of property line
<input type="checkbox"/> WETLANDS PROTECTION ORDINANCE	Notify all direct abutters and abutters within 300 feet of property line

PROPERTY ADDRESS: 20 John Williams St, Attleboro MA 02703 MAP: 33 LOT: 221A c/w 222

PRINTED NAME OF RECORD OWNER: John Davis

SIGNATURE OF RECORD OWNER: _____

CITY ASSESSOR'S OR DESIGNEE'S INITIALS: _____

DATE: 8/19/25

APPLICANT: Cullen Schultz

DATE: 03/17/2025

EVERY

5160

Easy Peel® Address Labels
Bend along line to expose Pop-up Edge

Go to avery.com/templates
Use Avery Template 5160

033-068-000

9 HOLBROOK ST
MEDWAY, MA 02053

033-069-000

33 SUMMER ST
ATTLEBORO, MA 02703

033-071-000

31 SUMMER ST
ATTLEBORO, MA 02703

033-165-000

10 AUSTIN ST
NORTON, MA 02766

033-166-000

PO BOX 179
WEST YARMCOUTH, MA 02673

033-168-000

20 MARY ST
ATTLEBORO, MA 02703

033-170-00A

12 TONDREAU AVE
ATTLEBORO, MA 02703

033-173-000

20 TONDREAU AVE
ATTLEBORO, MA 02703

033-173-00A-U10

22 TONDREAU AVE UNIT 1
ATTLEBORO, MA 02703

033-173-00A-U20

24 TONDREAU AVE UNIT 2
ATTLEBORO, MA 02703

033-176-000

28 TONDREAU AVE
ATTLEBORO, MA 02703

033-178-000

36 TONDREAU AVE
ATTLEBORO, MA 02703

033-208-000

29 JOHN WILLIAM ST
ATTLEBORO, MA 02703

033-211-U21

3225 MCLEOD DR
SUITE 777
LAS VEGAS, NV 89121

033-211-U23

3225 MCLEOD DR
SUITE 777
LAS VEGAS, NV 89121

033-213-000

17 JOHN WILLIAM ST
ATTLEBORO, MA 02703

033-215-000

15 JOHN WILLIAMS ST
ATTLEBORO, MA 02703

033-217-000

9 JOHN WILLIAM ST
ATTLEBORO, MA 02703

033-218-000

5 JOHN WILLIAM ST
ATTLEBORO, MA 02703

033-220-000

JOHN WILLIAM ST
ATTLEBORO, MA 02703

033-221-000

88 MESSENGER ST
PLAINVILLE, MA 02762

033-221-00A

20 JOHN WILLIAMS ST
ATTLEBORO, MA 02703

033-221-00B

34 JOHN WILLIAM ST
ATTLEBORO, MA 02703

033-221-00E

28 JOHN WILLIAM ST
ATTLEBORO, MA 02703

033-222-000

20 JOHN WILLIAMS ST
ATTLEBORO, MA 02703

033-222-00B

228 ONEIL BLVD
ATTLEBORO, MA 02703

033-222-00C

77 PARK ST
ATTLEBORO, MA 02703

033-224-000

10 PARK PLAZA
BOSTON, MA 02116

033-225-00A

PO BOX 2970
90 OLIVE STREET

035-137-000

785 FIFTH AVENUE
NEW YORK, NY 10022



CITY OF ATTLEBORO

REQUEST FOR CERTIFIED LIST OF ABUTTERS

TYPE OF APPLICATION

<input type="checkbox"/> VARIANCE	<input checked="" type="checkbox"/> SPECIAL PERMIT	<input type="checkbox"/> RE-ZONING	<input type="checkbox"/> LIQUOR LICENSE	<input type="checkbox"/> OTHER*
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*If other please specify: _____

CONSERVATION COMMISSION ABUTTERS APPLICATIONS

<input type="checkbox"/> WETLANDS PROTECTION ACT / STORMWATER MGMT ORDINANCE	Notify all properties within 100 feet of property line
<input type="checkbox"/> WETLANDS PROTECTION ORDINANCE	Notify all direct abutters and abutters within 300 feet of property line

PROPERTY ADDRESS: 20 John Williams St, Attleboro MA 02703 MAP: 33 LOT: 221A c/w 222

PRINTED NAME OF RECORD OWNER: John Davis

SIGNATURE OF RECORD OWNER: _____

DATE: 8/19/25

CITY ASSESSOR'S OR DESIGNEE'S INITIALS: _____

APPLICANT: Cullen Schultz

Allez à avery.ca/gabarts
Utilisez le Gabart Avery 5160

Étiquettes d'adresse Easy Peel
Repliez à la hauteur afin de révéler le rebord Pop-up

Pat: avery.com/patents

035-138-000

77 PARK ST
ATTLEBORO, MA 02703

77 PARK ST
ATTLEBORO, MA 02703

77 PARK ST
ATTLEBORO, MA 02703

580 BROAD ST
CENTRAL FALLS, RI 02863

137 ROOSEVELT AVE
PAWTUCKET, RI 02860

45 BROAD ST
CUMBERLAND, RI 02864

6 PARK ROW
MANSFIELD, MA 02048

43 S WASHINGTON ST
N ATTLEBORO, MA 02760

70 E MAIN ST
NORTON, MA 02766

340 ANAWAN ST
REHOBOTH, MA 02769

100 PECK ST
SEEKONK, MA 02771

500 WATER ST
JACKSONVILLE, FL 32202



CITY OF ATTLEBORO ABUTTERS' LIST RECEIPT

*Please be advised that we have ten days (10) to process your request.

80 John Williams St
331221A, 222

Date: 3/19/25
Total Amount: \$ 37.00

NUMBER OF ABUTTERS:

42 ABUTTERS

DEPOSIT AMOUNT:

AMOUNT DUE TODAY:

TYPE OF PAYMENT:

\$ 37.00

\$ 37.00 Cash

John Williams Street Investments LLC

Positive Impact Plan

October 2025

John Williams Street Investments LLC (“JWSI”) intends to positively impact individuals who are 21 years of age or older and are either: (i) past or present residents of the geographic Areas of Disproportionate Impact (“ADI”) as defined by the Cannabis Control Commission, (ii) state-designated Economic Empowerment Priority (“EEP”) applicants, (iii) state-designated Social Equity program participants, or (iv) individuals with past drug convictions (collectively referred to as the “ADI population”). JWSI will implement the following goals, programs, and methods for accountability and measurement pursuant to this Positive Impact Plan and in accordance with the guidelines set forth by the Commission under 935 CMR 500.101(1)(a).

Goals:

1. Implement a charitable giving program wherein John Williams Street Investments LLC (“JWSI”) will contribute \$10,000 in year one of operation to charities and organizations that provide services to the areas of disproportionate impact as determined by the Commission. JWSI will work with United Neighbors of Fall River, and will seek to partner with additional charitable organizations serving Areas of Disproportionate Impact and Massachusetts residents with prior drug convictions (“ADI population”). This monetary commitment ensures a consistent, measurable, and Commission-verifiable contribution. We will continue this charitable giving program every year, and expand the program in future years to reflect any increases in revenue.
2. Host a minimum of 12 hours per year (approximately one hour each month) of informational programs for the ADI population with a focus on pathways to careers in the cannabis industry, and be a reliable source for cannabis education and awareness.
3. Hire at least ten percent (10%) of employees from the Fall River area who are members of the ADI population.
4. Identify and recruit at least one (1) Economic Empowerment Program (“EEP”) or Social Equity Program (“SEP”) participant to participate in a managerial or executive training program, with the opportunity to assume a leadership role upon completion.

Programs:

1. JWSI will implement a charitable giving program that will contribute a defined annual amount of \$10,000 to charitable organizations that provide services to the ADI population. This contribution may be distributed quarterly or as a lump sum, ensuring a measurable, transparent, and Commission-verifiable impact.
2. JWSI will review on a quarterly basis the Commission's database of approved EEP applicants and attempt to contact those eligible individuals for participation in JWSI Positive Impact programs.
3. JWSI will reach out quarterly to town and city officials that have expressed interest in supporting and assisting SEP and EEP applicants.
4. JWSI will ensure that informational sessions are promoted at local town halls and in newspapers of general circulation such as the Fall River Herald News or Boston Herald, specifically inviting members of the ADI population to attend. These sessions will focus on cannabis education, pathways to employment, and restorative justice awareness.
5. JWSI will identify and recruit at least one (1) participant from the ADI population for its managerial/executive training program, providing up to 100 hours of paid hands-on training in cannabis operations, compliance, and leadership development.

Measurements:

1. JWSI will track and document the amount and recipients of charitable contributions made annually, with confirmation letters from each beneficiary organization verifying service to the ADI population.
2. JWSI will document all educational session topics, attendance counts, and the proportion of attendees from the ADI population.
3. JWSI will measure outreach impact through the number of partnerships established with local ADI-serving organizations and municipalities.
4. JWSI will track training program participation, hours completed, and promotion outcomes for participants from the ADI population.
5. JWSI will track and report the number of employees hired who are members of the ADI population.

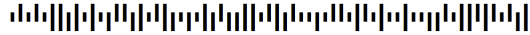
Additional Compliance Matters:

1. The progress or success of this plan will be documented annually upon renewal of JWSI's Massachusetts CCC License, in accordance with applicable regulations.

2. JWSI will adhere to all CCC advertising and sponsorship regulations as stated in 935 CMR500.105(4), refraining from any activities not permitted by those rules.
3. JWSI will refrain from any actions or programs that violate the Commission's regulations concerning ownership, control, or other applicable state laws.



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JOHN WILLIAMS STREET INVESTMENTS
20 JOHN WILLIAMS ST
ATTLEBORO MA 02703-3707

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, JOHN WILLIAMS STREET INVESTMENTS LLC dba:JOHN WILLIAMS STREET INVESTMENTS 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, Monday through Friday, 9:00 a.m. to 4:00 p.m.

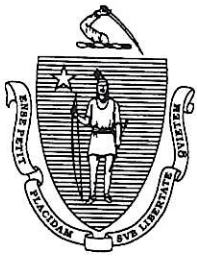
Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

580000
000035



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

William Francis Galvin
Secretary of the
Commonwealth

June 2, 2025

TO WHOM IT MAY CONCERN:

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

JOHN WILLIAMS STREET INVESTMENTS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 20, 2023.**

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: **NONE**

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

I also certify that the names of all persons authorized to act with respect to real property listed in the most recent filing are: **CULLEN SCHULTZ**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

Secretary of the Commonwealth



Processed by: TAA

QC by: ALG

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Amendment

(General Laws, Chapter 156C, Section 13)

Filing Fee: \$100.00

Identification Number:	001659392
1.a. Exact name of the limited liability company: JOHN WILLIAMS STREET INVESTMENTS LLC	
<input type="checkbox"/> Check if amending entity name	
1.b. The exact name of the limited liability company as amended, is: JOHN WILLIAMS STREET INVESTMENTS LLC	
1.c. The date of filing of the original certificate of organization: 06/20/2023	
2. Address in the Commonwealth where the records will be maintained: Number and street: 20 JOHN WILLIAMS STREET Address 2: City or town: ATTLEBORO State: MA Zip code: 02703 Country: UNITED STATES	
3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered: APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION	
4. The latest date of dissolution, if specified: (mm/dd/yyyy)	
5. Name and address of the Resident Agent: Agent name: REGISTERED AGENTS INC. Number and street: 82 WENDELL AVE. STE 100 Address 2: City or town: PITTSFIELD State: MA Zip code: 01201	

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

Title	Name	Address

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

Title	Name	Address
SOC SIGNATORY	CULLEN SCHULTZ	376 GROTON STREET DUNSTABLE, MA 01827 USA

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

Title	Name	Address
REAL PROPERTY	CULLEN SCHULTZ	376 GROTON STREET DUNSTABLE, MA 01827 USA

9. Additional matters:

10. State the amendments to the certificate:

ARTICLE 7 AND 8 REMOVING MEMBERS

VICTOR THOMAS
376 GROTON STREET
DUNSTABLE, MA 01827

CARLOS BRYANT
376 GROTON STREET
DUNSTABLE, MA 01827

11. The amended certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of July, 2023,

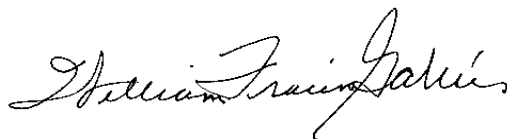
CULLEN SCHULTZ

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

July 12, 2023 01:51 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number:	001659392	(number will be assigned)
1. The exact name of the limited liability company is: JOHN WILLIAMS STREET INVESTMENTS LLC		
2. The address in the Commonwealth where the records will be maintained: Number and street: 20 JOHN WILLIAMS STREET Address 2: City or town: ATTLEBORO State: MA Zip code: 02703 Country: UNITED STATES		
3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person): APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION		
4. The latest date of dissolution, if specified: (mm/dd/yyyy)		
5. The name and address of the Resident Agent: Agent name: REGISTERED AGENTS INC. Number and street: 82 WENDELL AVE. STE 100 Address 2: City or town: PITTSFIELD State: MA Zip code: 01201		
I REGISTERED AGENTS INC., resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.		
6. The name and business address of each manager, if any:		
Title	Name	Address

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

Title	Name	Address
SOC SIGNATORY	VICTOR THOMAS	376 GROTON STREET DUNSTABLE, MA 01827 USA
SOC SIGNATORY	CARLOS BRYANT	376 GROTON STREET DUNSTABLE, MA 01827 USA
SOC SIGNATORY	CULLEN SCHULTZ	376 GROTON STREET DUNSTABLE, MA 01827 USA

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

Title	Name	Address
REAL PROPERTY	VICTOR THOMAS	376 GROTON STREET DUNSTABLE, MA 01827 USA
REAL PROPERTY	CULLEN SCHULTZ	376 GROTON STREET DUNSTABLE, MA 01827 USA
REAL PROPERTY	CARLOS BRYANT	376 GROTON STREET DUNSTABLE, MA 01827 USA

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of June, 2023,

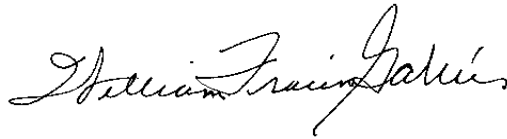
CULLEN SCHULTZ

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

June 20, 2023 06:00 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**FIRST AMENDMENT TO
FIRST AMENDED AND RESTATED OPERATING AGREEMENT
OF
JOHN WILLIAMS STREET INVESTMENTS, LLC
(A Massachusetts Limited Liability Company)**

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED OPERATING AGREEMENT OF JOHN WILLIAMS STREET INVESTMENTS, LLC, a Massachusetts limited liability company, (this “Amendment”), effective as of the Effective Date set forth below, is made by and among the Members (referred to herein collectively as the “Members”) of JOHN WILLIAMS STREET INVESTMENTS, LLC (the “Company”) and approved by the sole Manager of the Company (the “Manager”) in accordance with the Operating Agreement.

RECITALS

WHEREAS, the Company was formed by the filing of the Company’s Certificate of Organization with the Secretary of the Commonwealth of Massachusetts on June 20, 2023 and the Company’s First Amended and Restated Operating Agreement (the “Operating Agreement”) is set forth in writing and dated June 3 , 2025; and

WHEREAS, the Members and Manager desire and agree to amend the Operating Agreement, to add clarifying language to the Capitalization Table concerning the capital contribution of Cullen Schultz, all in accordance with the Operating Agreement and the Act;

NOW, THEREFORE, each Member hereby agrees and the Manager approves the following:

1. The Manager and Members hereby unanimously agree to hereby amend the Operating Agreement, to delete the Capitalization Table set forth in Schedule A and replace the same with the following revised Capitalization Table:

CAPITALIZATION TABLE

Names & Addresses	<u>Percentage of Members Interest</u>	<u>Units</u>	<u>Capital Contribution</u>	Managerial Interest	Economic Interest
Cullen Schultz 80R Carlisle Rd Westford, MA 01886	91%	9,100	~\$250,000.00 by arranging for third party (or direct) loans to the Company; know-how and certain services.	100%	91%
Victor Thomas 35 Dunreath St. Boston, MA 02119	3%	300	Certain services and know-how.	0%	3%
Carlos Bryant 66 Summer St. Hyde Park, MA 02136	3%	300	Certain services and know-how.	0%	3%
Ryan Perilli 649 Chelmsford St. Lowell, MA 01850	3%	300	No Interest Loan to Company: \$25,000, certain services and know-how.	0%	3%

2. The Manager and each Member acknowledges and confirms hereby that this Amendment to the Operating Agreement is made and effective in accordance with the Operating Agreement, the Act and that as of the Effective Date, the language set forth in section 1 above, hereby replaces the Capitalization Table set forth in Schedule A of the Operating Agreement.
3. Capitalized terms herein shall have the meanings ascribed to them in the Operating Agreement, unless otherwise defined herein.
4. Except as herein modified or amended, the Members and Manager agree that all other terms, provisions and conditions of the Operating Agreement remain in full force and effect. In all respects the Operating Agreement, as amended and modified herein, is ratified, approved and confirmed.
5. In the event of conflict between this Amendment and the Operating Agreement, the conflicting provision set forth in this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the Effective Date set forth below.

Date: 06 / 09 / 2025 (“Effective Date”)

MANAGER:



Cullen Schultz, Manager

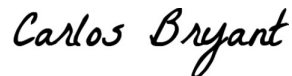
MEMBERS:



Cullen Schultz, Member



Victor Thomas, Member



Carlos Bryant, Member



Ryan Perilli, Member

**FIRST AMENDED & RESTATED
OPERATING AGREEMENT
OF
JOHN WILLIAMS STREET INVESTMENTS, LLC
(A Massachusetts Limited Liability Company)**

THIS FIRST AMENDED & RESTATED OPERATING AGREEMENT OF JOHN WILLIAMS STREET INVESTMENTS, LLC (as may be amended, modified, supplemented or restated from time to time, this “Agreement”) of JOHN WILLIAMS STREET INVESTMENTS, LLC, a Massachusetts limited liability company (the “Company”), dated as of the Effective Date set forth below, is made, entered into and adopted by as the current Members, and shall be binding upon such Members and all other Persons that from time to time are or become Members, regardless of whether or not any such Person has executed this Agreement or any addendum or amendment hereto.

RECITALS

WHEREAS, the Company was formed, by the filing of the Company’s Certificate of Formation (the “Certificate”) with the Secretary of State of the Commonwealth of Massachusetts on June 20, 2023;

WHEREAS, prior to the Effective Date hereof, the Company’s Operating Agreement dated May 1, 2025 (referred to hereinafter as the “Original Operating Agreement”) was set forth in a general writing and Cullen Schultz (“Mr. Schultz”) of 80R Carlisle Road, Westford, Massachusetts 01886, Carlos Bryant, 66 Summer Street, Hyde Park, MA 02136, Victor Thomas, 35 Dunreath St., Boston, MA 02119 and Ryan Perilli, 649 Chelmsford St., Lowell, MA 01850, were the sole Members of the Company; and

WHEREAS, the parties hereto now desire to amend and restate the Original Operating Agreement, which is superseded in its entirety by this Agreement, to among other things (i) reduce to writing the entire agreement between the parties including, correcting the Original Operating Agreement and adding the details and limitations as reflected herein; and (iii) set forth the terms upon which the Company will continue as a Massachusetts limited liability company within the meaning of the Massachusetts Limited Liability Company Act, as amended from time to time (the “Act”), and any successor to such Act.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

ARTICLE I
Definitions

The following capitalized terms used in this Agreement shall have the respective meanings ascribed to them below.

“*Act*” means the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the office of the Secretary of State of the Commonwealth of Massachusetts, and as thereafter amended from time to time.

“*Affiliate*” shall mean, with respect to any specified person or entity, (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with such specified person or entity; (ii) any person or entity that directly or indirectly controls 10 percent or more of the outstanding equity securities of the specified entity or of which the specified person or entity is directly or indirectly the owner of 10 percent or more of any class of equity securities; (iii) any person or entity that is an officer of, director of, manager of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified person or entity or of which the specified person or entity is an officer, director, partner, manager or trustee, or with respect to which the specified person or entity serves in a similar capacity; or (iv) any person that is a member of the Immediate Family of the specified person.

“*Agreement*” means this Operating Agreement as it may be amended, supplemented or restated from time to time.

“*Bankruptcy*” means the occurrence of any of the following events:

- (i) a Member makes an assignment for the benefit of creditors;
- (ii) a Member files a voluntary petition in bankruptcy;
- (iii) a Member is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceeding;
- (iv) a Member files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
- (v) a Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature;
- (vi) a Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of his or her properties; or
- (vii) 120 days after the commencement of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if, within 90 days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.

“*Board of Manager(s)*” or “*Board*” means the Board of Manager(s) described in Article VI of this Agreement.

“*Capital Account*” means a separate account maintained for each Member.

“*Capital Transaction*” means a sale or other disposition of all or a portion of the LLC’s property in a single transaction or in a series of related transactions, other than such a sale or disposition in the ordinary course of the LLC’s business and any refinancing.

“*Certificate*” means the Certificate of Formation creating the LLC, as it may, from time to time, be amended in accordance with the Act.

“*Clerk*” means the persons occupying the office of Clerk (as provided in Section 6.04) at any time, or from time to time.

“*Code*” means the Internal Revenue Code of 1986, as amended from time to time.

“*Consent*” means the written consent of a majority Interest (more than 50 percent in Interest), based on Percentage Interests, of those Members entitled to participate in giving such Consent, and if

more than one class or group of Members is so entitled, then more than 50 percent shall be so required with respect to each such class or group.

“*Distributable Cash*” means, subject to Schedule E attached hereto, with respect to any fiscal period, the excess of all cash receipts of the LLC from any source whatsoever, including normal operations, sales of assets, proceeds of borrowings, capital contributions of the Members, proceeds from a Capital Transaction, and any and all other sources over the sum of the following amounts:

(i) cash disbursements for advertising and promotion expenses, salaries, employee benefits (including profit-sharing, bonus and similar plans), fringe benefits, accounting and bookkeeping services and equipment, costs of sales of assets, utilities, rental payments with respect to equipment or real property, management fees and expenses, insurance, real estate taxes, legal expenses, costs of repairs and maintenance, and any and all other items which are customarily considered to be “operating expenses”;

(ii) payments of interest, principal and premium and points and other costs of borrowing under any indebtedness of the LLC, including, without limitation, (A) any mortgages or deeds of trust encumbering the real property or other assets owned or leased by the LLC and (B) any Voluntary Loans;

(iii) payments made to purchase inventory or capital assets and for capital construction, rehabilitation, acquisitions, alterations and improvements; and

(iv) amounts set aside as reserves for working capital, contingent liabilities, replacements or for any of the expenditures described in clauses (i), (ii) and (iii), above, which are deemed by the Manager(s) to be necessary to meet the current and anticipated future needs of the LLC.

“*Gross Income*” means, for each fiscal year or other period, an amount equal to the LLC’s gross income as determined for federal income tax purposes for such fiscal year or period but computed with the adjustments as specified in the definition of “Net Profits” and “Net Losses.”

“*Immediate Family*” (i) with respect to any individual, means his or her ancestors, spouse, issue, spouses of issue, any trustee or trustees, including successor and additional trustees, principally for the benefit of any one or more of such individuals, and any entity or entities all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a legal representative, means the Immediate Family of the individual for whom such legal representative was appointed and (iii) with respect to a trustee, means the Immediate Family of the individuals who are the principal beneficiaries of the trust.

“*Legal Representative*” means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetency of such an individual.

“*LLC*” or “*Company*” means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended.

“*Manager(s)*” refers to any person(s) named as a Manager in this Agreement and any person(s) who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such person’s capacity as (and for the period during which such person serves as) a Manager of the LLC. “*Manager(s)*” or “*Board of Manager(s)*” shall refer collectively to all of such persons in their capacities as (and for the period during which such persons serve as) Manager(s) of the LLC.

“*Member*” refers severally to any person named as a Member in this Agreement and any person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in such person’s capacity as a Member of the LLC. “Members” shall refer collectively to all such persons in their capacities as Members.

“*Member-Manager*” means any Member who is also a Manager.

“*Net Profits*” and “*Net Losses*” mean the taxable income or loss, as the case may be, computed with equitable appropriate adjustments, under the direction of the Manager(s).

“*Percentage Interest*” shall be the percentage interest of a Member set forth in *Schedule A*, as amended from time to time, and subject to adjustment pursuant to Section 3.02, if any.

“*President*” means the person occupying the office of President (as provided in Section 6.04) of the LLC at any time, or from time to time.

“*Retirement Event*” means, with respect to any Member, (i) the bankruptcy (within the meaning of the Act) of such Member, (ii) the Transfer by such Member of any interest in the Company, whether voluntarily or by operation of law, other than a transfer in compliance with this Agreement, (iii) if such Member is an entity, a Change in Control with respect to such Member, (iv) the death or Disability of such Member, (v) if such Member is an service provider to the Company, the termination of such Member’s service to the Company, or (vi) as defined in Schedule C, attached hereto.

“*Securities Act*” means the Securities Act of 1933, as amended.

“*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 death, incompetency, Bankruptcy, liquidation, dissolution and Retirement Event(s) as defined herein.

“*Treasurer*” shall mean the person occupying the office of Treasurer (as provided in Section 6.04) of the LLC at any time, or from time to time.

“*Unanimous Consent*” shall mean consent of all Members with voting rights, excluding Members without voting rights.

“*Voluntary Loan*” shall mean a loan made pursuant to Section 3.05 of this Agreement.

ARTICLE II

General

2.01 *Continuation.* The Company shall be continued as a Massachusetts limited liability company as provided herein, under the name JOHN WILLIAMS STREET INVESTMENTS, LLC, unless otherwise determined by the Manager.

2.02 *Filings.* The Members ratify and confirm the authority (i) of Mr. Schultz, as an “authorized person” within the meaning of the Act, to file the Company’s Certificate and (ii) of each member of the Management Board and any individual authorized by the Management Board, acting singly in any case, to execute, acknowledge, deliver, file and record in the appropriate offices, as applicable, (a) any amendments to the Certificate, (b) such other instruments, certificates, documents and other writings which the Management Board determines to be necessary or appropriate to secure or preserve the Company’s status as a Massachusetts limited liability company or to qualify the Company to do business

in states other than Massachusetts, and (c) any recordable instrument on behalf of the Company purporting to affect an interest in real property, whether to be recorded with a registry of deeds, a court or office thereof, or otherwise.

2.03 *Office of the Limited Liability Company; Agent for Service of Process.* The address of the registered office of the LLC is currently, **82 Wendall Avenue, Suite 100, Pittsfield, MA 01201**. The name and address of the resident agent for service of process for the LLC is **Registered Agents, Inc., 82 Wendall Avenue, Suite 100, Pittsfield, MA 01201**. The Board of Manager(s) may establish places of business of the LLC, as and when required by the LLC's business and in furtherance of its purposes set forth in Section 2.05 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. The Board of Manager(s) may cause the LLC to change, from time to time, its resident agent for service of process, or the location of its registered office; provided, however, that the Board of Manager(s) shall promptly notify all Members in writing of any such change.

2.04 *Organization.* The Manager(s) shall cause to be filed such certificates and documents as may be necessary or appropriate to comply with the Act and the laws of any other jurisdictions in which the LLC shall conduct business, and shall continue to do so for so long as the LLC conducts business therein.

2.05 *Purposes and Powers.* The general character of the business of the LLC, as set forth in the Certificate, is to engage in the business of the following:

- (a) To engage in all aspects of marijuana cultivation, products manufacturing, retail store and/or related activities, including buying, selling, leasing, contracting, agency, and consulting, as incidental to the business and to do any and all things of like or similar nature of every description without exception;
- (b) To purchase or otherwise acquire, to hold, to own, to manage, to lease, to sell, or to convey or otherwise dispose of real or personal property of every class and description in any state in the union, incidental to the business and to do any and all things of like or similar nature of every description without exception;
- (c) To enter into transactions and incur such indebtedness as may be necessary or incidental to the business of the LLC;
- (d) To carry on any business or other activity which may be lawfully carried on by a limited liability company under the Limited Liability Company Act of the Commonwealth of Massachusetts, whether or not related to those referred to in the foregoing; and
- (e) to engage in any activities directly or indirectly related or incidental thereto.

Subject to all other provisions of this Agreement, in furtherance of the conduct of its business, the LLC is hereby authorized to do as follows:

- (1) to enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including Operating Agreements of limited liability companies (whether as a member or manager), joint venture agreements, limited partnership and general partnership agreements, contracts with Affiliates, and including other contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC;

- (2) to borrow money and issue evidences of indebtedness or guarantees in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens on the property of the LLC;
 - (3) to the extent that funds of the LLC are available therefor, to pay all expenses, debts and obligations of the LLC;
 - (4) to enter into or engage in any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts; and
- (e) to take any other action not prohibited under the Act or other applicable law.

2.06 *Members.* The Members of the LLC are identified on *Schedule A* hereto. Additional Members may be admitted to the LLC (i) pursuant to and in accordance with Section 3.02(c) and Article VIII hereof or (ii) with the Consent of Members, which Consent shall specify the capital contribution, Percentage Interest, economic interest and any other rights and obligations of such additional Member. Such Consent shall bind all Members. In connection with any such admission, this Agreement (including *Schedule A*) shall be amended to reflect the additional Member, its capital contribution, if any, its Percentage Interest, and any other rights and obligations of the additional Member.

2.07 *Designation of Manager(s).* The persons identified on *Schedule A* hereto as “Manager(s)” are currently serving as the Manager(s) of the LLC. Manager(s) shall be elected by the Members in accordance with the provisions of Section 6.02, below. Any Manager may withdraw or be removed as a manager of the LLC and other persons may be added or substituted as Manager(s), only in the manner specified in Section 6.02, below.

2.08 *Manager(s) as Members.* Any Manager may hold an interest in the LLC as a Member, and such person’s rights and interest as a Manager shall be distinct and separate from such person’s rights and interest as a Member.

2.09 *Liability of Members.* The liability of the Members for the losses, debts and obligations of the LLC shall be limited to the Members’ capital contributions. Without limiting the foregoing, the failure of the LLC to observe any formalities or requirements relating to exercise of the LLC’s powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Manager(s) for liabilities of the LLC.

2.10 *Investment Representations.* Each Member, by execution of this Agreement or an amendment hereto reflecting such Member’s admission to the LLC, hereby represents and warrants to the LLC the following.

- (a) He is acquiring an interest in the LLC for his own account, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act, or any rule or regulation thereunder.
- (b) He understands that (i) the interest in the LLC he is acquiring has not been registered under the Securities Act or applicable state securities laws and cannot be resold unless subsequently registered under the Securities Act and such laws, or unless an exemption from such registration is available; (ii) such registration under the Securities Act and such laws is unlikely at any time in the future and neither the LLC nor the Members or Manager(s) are obligated to file a registration statement under the Securities Act or such laws; and (iii) the assignment, sale, transfer, exchange or other disposition of the interests in the LLC is restricted in accordance with the terms of this Agreement.

(c) He has had such opportunity as he has deemed adequate to ask questions of and receive answers from representatives of the LLC concerning the LLC, and to obtain from representatives of the LLC such information that the LLC possesses or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of his commitments to the LLC.

(d) He has, either alone or with his professional advisers, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in his commitments to the LLC and to make an informed decision with respect to such commitments.

(e) He can afford a complete loss of the value of his capital contribution in the LLC and is able to bear the economic risk of holding such for an indefinite period.

(f) If the Member is an entity, (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has full organizational power to execute and deliver this Agreement and to perform its obligations hereunder; (iii) its execution, delivery and performance of this Agreement have been authorized by all requisite action on behalf of the entity; and (iv) it has duly executed and delivered this Agreement.

ARTICLE III

Capital Contributions; Additional Financing

3.01 *Capital Accounts.* For each Member (and each permitted assignee), the LLC shall establish and maintain a separate Capital Account.

3.02 *Capital Contributions.*

(a) Each Member has contributed to the capital of the LLC the amount set forth opposite his/her/its name on *Schedule A*, attached hereto.

(b) If the Manager(s) determine at any time, or from time to time, that the LLC requires funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this Agreement, in excess of the amounts generated from the LLC's operations and the amounts specified on *Schedule A* hereto, and such funds are not available from third-party lenders on terms acceptable to the Manager(s) in their sole discretion, the Members may, but shall not be required to, contribute any such additional capital. Members electing to contribute such additional capital shall contribute such portions thereof as they may agree upon, or, if they are unable to agree, each such Member shall contribute a portion of the total amount required based on its Percentage Interest and the Percentage Interests of all other contributing Members. Written Notice shall be given to each Member, on not less than ten (10) business days, unless waived by all Members, which notice shall specify (1) the time, date and place of the meeting, unless waived by all Members, (2) the amounts of capital required for the LLC, (3) the amount of contribution sought from each Member, (4) the necessary operational and financial information required to provide an adequate basis for the capital contribution, and any other information reasonably necessary for the Members to make an appropriately informed decision at such meeting.

In connection with any such contribution of additional capital by the Members, the LLC may, in the sole discretion of the Manager(s):

(i) repay voluntary capital contributions, so long as the same shall not violate the LLC's other loan or contractual arrangements; shall bear interest, compounded monthly, at a rate of interest equal to the prime rate of interest charged by Bank of America; shall be repaid out of the first funds available therefor such dates and times as the Manager(s) may determine; and/or

(ii) adjust the Member's percentage interest, with the appropriate dilutions, if any, as determined by Unanimous Consent of Members, at the meeting, by proxy or otherwise.

This Agreement, including *Schedule A*, hereto, shall be amended to reflect any such adjustment of the Members' Percentage Interests; and each Member, and each person who is hereinafter admitted to the LLC as a Member, hereby consents to any such amendment and the modification of his, her or its Percentage Interest in the manner provided herein, and acknowledges that, in connection with any such amendment, such Member's Percentage Interest may be diluted.

(c) If the Members elect not to contribute additional capital pursuant to Section 3.02(b), the Manager(s) shall be permitted to obtain additional equity financing in the amount required, on such terms and conditions as they in their sole discretion deem appropriate, from third parties unaffiliated with any Member. In connection with any such admission of additional Members, the Percentage Interests of the Members shall be diluted proportionately, based on their respective Percentage Interests immediately prior to any such dilution. Without in any way limiting the foregoing, the interest of any third party admitted to the LLC pursuant to this Section 3.02(c) in the Gross Income, Net Profits, Net Losses, other appropriate deductions and distributions of cash or property of any nature may have such priority or priorities in relationship to the interests therein of the other Members as the Manager(s) may in their sole discretion determine, provided that the relative priorities of the other Members in the Net Profits, Net Losses and cash distributions of any nature of the LLC shall not be altered as a result of the admission of any such investor.

Each Member, and each person who is hereinafter admitted to the LLC as a Member, hereby (i) consents to the admission of any such third party on such terms as the Manager(s) may determine (subject to the provisions of this Section 3.02(c)), and to any amendment to this Agreement that may be necessary or appropriate to reflect the admission of any such third party and the terms on which the third party invests in the LLC; and (ii) acknowledges that, in connection with any admission of any such person, such Member's interest in allocations of Gross Income, Net Profits, Net Losses and other appropriate deductions and distributions of cash and property of the LLC, and net proceeds upon liquidation of the LLC, may be diluted or otherwise altered (subject to the provisions of this Section 3.02(c)).

3.03 *No Withdrawal of or Interest on Capital.* Except as otherwise provided in this Article III, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

3.04 *Third-Party Loans.* In the event that the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations, or make any expenditure authorized by this

Agreement, the LLC may borrow funds from such third-party lender(s) on such terms and conditions as may be acceptable to the Manager(s).

3.05 *Voluntary Loans.* In the event the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this Agreement, and additional funds are not available from third parties pursuant to Section 3.04 on terms acceptable to the Manager(s) in their sole discretion or from the Members or a third party pursuant to Section 3.02, any Member may, but shall not be obligated to, loan such funds to the LLC. Any loan made pursuant to this Section 3.05 (a “Voluntary Loan”) shall be nonrecourse to the Members, shall be evidenced by a promissory note; shall be either unsecured, or collateralized by such assets of the LLC as the lending Member and the Manager(s) shall determine, shall not violate the LLC’s other loan or contractual arrangements; shall bear interest, compounded monthly, at a rate of interest equal to the prime rate of interest charged by Bank of America; shall be repaid out of the first funds available therefor and in any event prior to any distribution to any Member of Distributable Cash; and shall be due and payable in full on the fifth anniversary of the date on which any such loan is made.

ARTICLE IV **Cash Distributions**

4.01 *Distribution of Distributable Cash and Net Proceeds upon Liquidation.* Distributable Cash and net proceeds upon liquidation of the LLC shall be appropriately distributed to the Members, at such appropriate times and in such appropriate amounts, consistent with Section 4.02 herein and as the Manager(s) may approve and under the direction of the Manager(s); provided that outstanding loans from Members to the Company, if any, and shall be paid in full prior to general distribution to Members.

4.02 *Distributions Among Members.* Subject to Section 4.01 herein, Distributable Cash and net proceeds upon liquidation of the LLC distributable hereunder to the Members (or to any group of Members) as a group, shall be distributed among them based on their respective Percentage Interests in the LLC, as set forth on *Schedule A*.

4.03 *Distributions upon Transfer or Admission.* In the event that a Member acquires an interest in the LLC, either by transfer from another Member or by acquisition from the LLC, an equal portion of the Distributable Cash (other than Distributable Cash from a Capital Transaction) of the LLC for the year in which such acquisition occurs shall be allocated to each day of such year. Such Distributable Cash so allocated to the portion of the year prior to the date of the acquisition of the interest in the LLC by the Member shall be distributed among the Members without giving effect to such acquisition, and such Distributable Cash so allocated to the portion of the year from and after the date of the acquisition of such interest shall be distributed among the Members by giving effect to such acquisition. Distributable Cash from a Capital Transaction or upon the liquidation of the LLC shall be distributed to the Members based on the actual ownership of interests in the LLC on the date of the event giving rise to such Distributable Cash.

4.04 *Certain Payments to the Internal Revenue Service Treated as Distributions.*

(a) For purposes of this Section 4.04, the Board of Manager(s) may assume that any Member who fails to provide to the Board of Manager(s) or the Treasurer satisfactory evidence of the Member’s tax status for U.S. federal income tax purposes is a foreign person taxable as a corporation.

(b) Notwithstanding anything to the contrary herein, to the extent that the LLC is required, or elects, pursuant to applicable law, either (i) to pay tax (including estimated tax) on a Member’s allocable share of LLC items of income or gain, whether or not distributed; or (ii) to withhold and pay over to the tax authorities any portion of a distribution otherwise distributable to a Member, the Manager(s) or Treasurer may pay over such tax or such

withheld amount to the tax authorities, and such amount shall be treated as a distribution to such Member at the time it is paid to the tax authorities.

4.05 *Distribution of Assets in Kind.* No Member shall have the right to require the LLC to distribute any of its assets in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Manager(s). Any Member entitled to any interest in such assets shall, unless otherwise determined by the Manager(s), receive separate assets of the LLC, and not an interest as a tenant in common with other Members entitled to any such asset being distributed.

ARTICLE V **Allocation of Net Profits and Net Losses**

5.01 *Basic Allocations.*

(a) Except as provided in Section 5.02, below (which shall be applied first), the Net Profits and Net Losses of the LLC from operations for any year (or other fiscal period) shall be allocated among the Members in accordance with their Percentage Interests.

(b) Except as provided in Section 5.02, below (which shall be applied first), any Net Profits arising from a Capital Transaction or upon liquidation of the LLC shall be allocated appropriately under the direction of the Manager(s).

5.02 *Allocations of Nonrecourse Deductions and Minimum Gain.* Notwithstanding the provisions of Section 5.01, above, the allocations of Gross Income and Nonrecourse Deductions shall be made in an appropriately in order of priority under the direction of the Manager(s).

5.03 *Allocations upon Transfer or Admission.* In the event that a Member acquires an interest in the LLC either by transfer from another Member or by acquisition from the LLC, an equal portion of the Gross Income, Net Profits, Net Losses and other appropriate deductions from operations of the LLC for the year in which such acquisition occurs shall be appropriately allocated under the direction of the Manager(s).

5.04 *Special Limitations Concerning Disbursements of Net Profits.* The limitations concerning disbursements of Net Profits, set forth in Schedule E, are attached hereto and are hereby made a part hereof.

ARTICLE VI **Management**

6.01 *Management of the LLC.* The business and affairs of the LLC shall be managed by or under the direction of a Board of Manager(s), who may exercise all of the powers of the LLC except as otherwise provided by law or this Agreement (including, without limitation, Section 6.07, below). In the event of a vacancy in the Board of Manager(s), the remaining Manager(s) (except as otherwise provided by law) may exercise the powers of the full Board until the vacancy is filled.

Mr. Schultz shall be the sole Manager and the sole member of the Board of Managers, except in the event of his death or resignation or in the event Mr. Schultz, as Manager appoints/elects a replacement Manager or additional Manager.

All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Board of Manager(s), and the Members shall have no voting rights except as specifically provided in this Agreement.

Each Manager shall devote such time to the affairs of the LLC as may be reasonably necessary for performance by the Manager of his, her or its duties hereunder, provided that such persons shall not be required to devote full time to such affairs.

Specifically, but not by way of limitation, and subject to the provisions of Section 6.07 and Schedule C, the Manager(s) shall be authorized in the name and on behalf of the LLC, to cause the LLC to do all things necessary or appropriate to carry on the business and purposes of the LLC, including, without limitation, the following:

- (i) to acquire by purchase, lease, exchange or otherwise; and to sell, finance, refinance, encumber and otherwise deal with, any real, personal and/or intellectual property;
- (ii) to borrow money and issue evidences of indebtedness; or to guarantee loans and to secure the same by mortgage, deed of trust, pledge or other lien on any assets or property of the LLC; and to pay, prepay, extend, amend or otherwise modify the terms of any such borrowings;
- (iii) to employ executive, administrative and support personnel in connection with the business of the LLC; and to pay salaries, expense reimbursement, employee benefits, fringe benefits, bonuses and any other form of compensation or employee benefit to such persons and entities, at such times and in such amounts as may be determined by the Manager(s) in his/her/their sole discretion, to provide executive, administrative and support services in connection with the business of the LLC;
- (iv) to hire or employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and operations of the LLC, and to pay fees, expenses, salaries, wages and other compensation to such persons;
- (v) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, on such terms as it may determine and on such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;
- (vi) to determine the appropriate accounting method or methods to be used by the LLC;
- (vii) to make or revoke elections for tax treatment as partnership, s-corp and/or other tax treatment election and/or other tax elections;
- (viii) to establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;
- (ix) to pay all organizational expenses, and general and administrative expenses of the LLC;
- (x) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefor from, any person who has provided or may in the future provide any services to, lend money to, sell property to, or purchase property from the LLC, including, without limitation, any Member or Manager;
- (xi) to engage in any kind of activity, and to perform and carry out contracts of any kind necessary to, in connection with or incidental to the accomplishment of the purposes of the LLC;

(xii) to pay any and all fees and to make any and all expenditures that the Manager, in its sole discretion, deems necessary or appropriate in connection with the organization of the LLC, the offering and sale of Membership interests in the LLC, the management of the affairs of the LLC, and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, fees, reimbursements and expenditures payable to a Member or Manager;

(xiii) to exercise all powers and authority granted by the Act to managers, except as otherwise provided in this Agreement;

(xiv) to cause the LLC and its properties and assets to be maintained and operated in such a manner as the Manager(s) may determine, subject, however, to obligations imposed by applicable laws or by any mortgage or security interest encumbering the LLC and such properties and assets from time to time, and by any lease, rental agreement or other agreement pertaining thereto;

(xv) to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the LLC's business or any part thereof, or determined by the Manager(s) to be in the best interests of the LLC;

(xvi) to contest and/or cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed on any of the assets of the LLC unless the same are contested by the LLC; and

(xvii) to perform any other act that the Manager(s) may deem necessary, convenient or desirable for the LLC or its business.

The Manager(s) hereby have the authority to execute any of the foregoing, non-exhaustive powers enumerated in Section 6.01(i) through Section 6.01(xvii). Such authority shall be reviewable by the Board of Manager(s).

6.02 *Manager(s)*. (a) *Number, Election and Qualification*. Initially, Mr. Schultz shall be the sole Manager and sole member of the Board of Managers. The number of members of the Board of Manager(s) is hereby initially fixed at one (1), and the persons identified as "Manager(s)" on *Schedule A*, hereto, are currently serving as the Manager(s). With the Consent of the Board of Managers, the number of Managers may be increased or decreased but decreased to no less than one Manager.

Upon the death or resignation of a Manager (a "Terminated Manager"), (i) such Terminated Manager shall have no further authority under this Agreement; (ii) such Terminated Manager shall have no further obligations or rights as Manager under this Agreement (except for liabilities and rights accruing prior to the date of death, resignation of his or her term, such as, for example, rights to indemnification under Section 6.10 that relate to actions or omissions occurring during such person's service as a Manager), and (iii) no writing or instrument shall be required to be executed by the LLC or the Terminated Manager to reflect such cessation of service, except that the Terminated Manager (or his or her legal representative or attorney in fact, as provided in the following paragraph) shall execute and deliver any agreement, instrument, certificate or document, including an amendment to the Certificate that may be reasonably required to reflect that the Terminated Manager is no longer a Manager of the LLC.

Each person now or hereafter serving as a Manager of the LLC, by execution of this Agreement, an amendment hereto or an instrument acknowledging that such person is bound hereby, hereby constitutes and appoints each other person who may, from time to time, be serving as a Manager, and each of them acting singly, such Manager's agent and attorney in fact for the purpose of executing and delivering any and all agreements, instruments and other documents (including, without limitation, an amendment to the Certificate) as are necessary or appropriate to reflect that he, she or it is no longer a Manager of the LLC following the death or resignation of such Manager, which power of attorney is

hereby agreed and acknowledged to be irrevocable, and shall survive the death or resignation of any Manager until such time as the withdrawal of such Manager from the LLC has been reflected by all necessary or appropriate agreements, instruments and other documents.

(b) *Enlargement of the Board.* Subject to Section 6.02(a), above, the number of Manager(s) may be increased at any time, and from time to time, by a majority of the Manager(s) then in office.

(c) *Tenure.* Each Manager shall hold office until next annual meeting or his or her successor is duly elected and qualified, or until his or her earlier death or resignation.

(d) *Vacancies.* Any vacancy in the Board of Manager(s), however occurring, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the Manager(s) then in office, although less than a quorum, or by a sole remaining Manager. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office, and a Manager, chosen to fill a position resulting from an increase in the number of Manager(s), shall hold office until the next annual meeting of Members and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal. In the event a Retirement Event results in no Managers, the Members by Unanimous Consent, shall elect one or more Managers to fill such vacancy.

(e) *Resignation.* Any Manager may resign by delivering his or her written resignation to the LLC at its principal office or to the President or Clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event.

(f) *Regular Meetings.* Regular meetings of the Board of Manager(s) may be held without notice at such time and place, as shall be determined from time to time by the Board of Manager(s); provided that any Manager who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Manager(s) may be held without notice, immediately after and at the same place as the annual meeting of Members.

(g) *Special Meetings.* Special meetings of the Board of Manager(s) may be held at any time and place, designated in a call by the President, two or more Manager(s), or by one Manager in the event that there is only a single Manager in office.

(h) *Notice of Special Meetings.* Notice of any special meeting of Manager(s) shall be given to each Manager by the Clerk or by the officer or one of the Manager(s) calling the meeting. Notice shall be duly given to each Manager (i) by giving notice to such Manager in person or by telephone at least one (1) business day in advance of the meeting; (ii) by delivering written notice by hand, to the Manager's last known business or home address at least one (1) business day in advance of the meeting; or (iii) by mailing written notice to the Manager's last known business or home address at least three (3) business days in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Manager(s) need not specify the purpose of the meeting.

(i) *Meetings by Telephone Conference Calls.* Manager(s), or any members of any committee designated by the Manager(s), may participate in a meeting of the Board of Manager(s) or such committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

(j) *Quorum.* A majority of the total number of the whole Board of Manager(s) shall constitute a quorum at all meetings of the Board of Manager(s). In the event that one or more of the Manager(s) shall be disqualified to vote at any meeting, then the required quorum shall be reduced by one for each such Manager so disqualified; provided, however, that in no case shall less than one-third of the number so fixed constitute a quorum. In the absence of a quorum at any such meeting, a majority of the Manager(s) present may adjourn the meeting from time to time without further notice, other than announcement at the meeting, until a quorum shall be present.

(k) *Action at Meeting.* At any meeting of the Board of Manager(s) at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action unless a different vote is specified by law, the Certificate or this Agreement.

(l) *Action by Consent.* Any action required or permitted to be taken at any meeting of the Board of Manager(s), or of any committee of the Board of Manager(s), may be taken without a meeting, if all members of the Board or committee, as the case may be, consent to the action in writing, and the written consents are filed with the minutes of proceedings of the Board or committee.

(m) *Removal.* Mr. Schultz may not be involuntarily removed as Manager, and except as otherwise provided by the Act; and, any one or more or all of the other Manager(s), if any, may be removed, with or without cause, by Mr. Schultz.

(n) *Committees.* Intentionally omitted.

(o) *Compensation of Manager(s).* Manager(s) may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the LLC may from time to time determine. No such payment shall preclude any Manager from serving the LLC or any of its parent or subsidiary entities in any other capacity and receiving compensation for such service.

6.03 *Members.*

(a) *Place of Meetings.* All meetings of Members shall be held at such place as may be designated from time to time by the Board of Manager(s) or the President or, if not so designated, at the principal place business of the LLC.

(b) *Annual Meeting.* There shall be held an annual meeting of Members for the transaction of such business as may properly be brought before the meeting. Such annual meeting shall be held on a date to be fixed by the Board of Manager(s) (which date shall not be a legal holiday in the place where the meeting is to be held) at the time and place to be fixed by the Board of Manager(s), and stated in the notice of the meeting. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu of the annual meeting, and any action taken at that special meeting shall have the same effect as if it had been taken at the annual meeting, and, in such case, all references in this Agreement to the annual meeting of the Members shall be deemed to refer to such special meeting.

(c) *Right to Elect to be Member-Managed.* Intentionally omitted.

(d) *Special Meetings.* Special meetings of Members may be called at any time by the Board of Manager(s). Business transacted at any special meeting of Members shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

(e) *Notice of Meetings.* Except as otherwise provided by law, written notice of each meeting, whether annual or special, of Members, shall be given not less than 10 nor more than 60 days before the date of the meeting to each Member entitled to vote at such meeting. The notices of all meetings shall state the place, date and hour of the meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice is deemed given when deposited in the U.S. mail, postage prepaid, directed to the Member at his or her address as it appears on the records of the LLC.

(f) *Voting List.* Intentionally omitted.

(g) *Quorum.* Except as otherwise provided by law, the Certificate or this Agreement, the holders of a majority of the Percentage Interests of the LLC who are entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business.

(h) *Adjournments.* Any meeting of Members may be adjourned to any other time and to any other place at which a meeting of Members may be held under this Agreement by the Members present or represented at the meeting and entitled to vote, although less than a quorum; or, if no Member is present, by any officer entitled to preside at or to act as Clerk of such meeting. It shall not be necessary to notify any Member of any adjournment of less than 30 days if the time and place of the adjourned meeting are announced at the meeting at which adjournment is taken unless, after the adjournment, a new record date is fixed for the adjourned meeting. At the adjourned meeting, the LLC may transact any business that might have been transacted at the original meeting.

(i) *Voting and Proxies.* Each Member of record shall be entitled to vote at a meeting of Members, or to express consent or dissent to LLC action in writing without a meeting. A Member may vote or express such consent or dissent in person or may authorize another person or persons to vote or act for him or her by written proxy executed by the Member or his or her authorized agent and delivered to any officer of the LLC. No such proxy shall be voted or acted on after three years from the date of its execution unless the proxy expressly provides for a longer period.

(j) *Action at Meeting.* When a quorum is present at any meeting, the Members representing a majority of the total Percentage Interests of all Members entitled to vote (or, if there are two or more classes of Members entitled to vote as separate classes, then in the case of each such class, the holders of a majority of the total Percentage Interests of that class entitled to vote on such matter) shall decide any matter to be voted on by the Members at such meeting, except when a different vote is required by express provision of law, the Certificate or this Agreement.

(k) *Action Without Meeting.* Any action required or permitted to be taken at any annual or special meeting of Members of the LLC may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the Members having not less than the minimum aggregate Percentage Interests that would be necessary to authorize or take such action at a meeting at which all Members to vote on such action were present and voted. Prompt notice of taking an action without a meeting by less than Unanimous Consent shall be given to those Members who have not consented in writing.

(l) *Record Date.* The Board of Manager(s) may fix in advance a date as a record date for the determination of the Members entitled to notice of or to vote at any meeting of Members or to express consent (or dissent) to LLC action in writing without a meeting, or entitled to receive payment of any distribution or allotment of any rights in respect of any change, conversion or exchange of interests, or for the purpose of any other lawful action. Such record date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 10 days after the date of adoption of a record date for a written consent without a meeting, nor more than 60 days prior to any other action to which such record date relates.

If no record date is fixed, the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. The record date for determining Members entitled to express consent to LLC action in writing without a meeting, when no prior action by the Board of Manager(s) is necessary, shall be the day on which the first written consent is properly delivered to the LLC. The record date for determining Members for any other purpose shall be at the close of business on the day on which the Board of Manager(s) adopts the resolution relating to such purpose.

A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board of Manager(s) may fix a new record date for the adjourned meeting.

6.04 *Officers.*

(a) *Enumeration.* The officers of the LLC shall consist of a President, a Treasurer, a Clerk, and such other officers with such other titles as the Board of Manager(s) shall determine, including a Chief Executive Officer, Chief Operating Officer, Chairman of the Board, a Vice-Chairman of the Board, and one or more Vice Presidents, Assistant Treasurers, and Assistant Clerks. The Board of Manager(s) may appoint such other officers as it may deem appropriate.

(b) *Election.* The President, Treasurer and Clerk shall be elected annually by the Board of Manager(s) at its first meeting following the annual meeting of Members. Other officers may be appointed by the Board of Manager(s) at such meeting or at any other meeting.

(c) *Qualification.* No officer need be a Member or a Manager. Any two or more offices may be held by the same person.

(d) *Tenure.* Except as otherwise provided by law, by the Certificate or by this Agreement, each officer shall hold office until his or her successor is elected and qualified, unless a different term is specified in the vote choosing or appointing him or her, or until his or her earlier death, resignation or removal.

(e) *Resignation and Removal.* Any officer may resign by delivering his or her written resignation to the LLC at the LLC's principal office or to the President or any Manager. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Any officer, except Mr. Schultz, may be removed at any time, with or without cause, by vote of majority of the entire number of Manager(s) then in office (which entire number shall be determined exclusive of any officer who is the subject of the proposed removal).

Except as the Board of Manager(s) may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following his or her resignation or removal, or any right to damages on account of such removal, whether his or her compensation be by the month or by the year or otherwise, unless such compensation is expressly provided in a duly authorized written agreement with the LLC.

(f) *Vacancies.* The Board of Manager(s) may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any office. Each such successor shall hold office for the unexpired term of his or her predecessor and until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal.

(g) *Chairman of the Board and Vice-Chairman of the Board.* The Board of Manager(s) may appoint a Chairman of the Board and may designate the Chairman of the Board as Chief Executive Officer. If the Board of Manager(s) appoints a Chairman of the Board, he or she shall perform such duties and possess such powers as are assigned to him or her by the Board of Manager(s). If the Board of Manager(s) appoints a Vice-Chairman of the Board, he or she shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties and possess such other powers as may, from time to time, be vested in him or her by the Board of Manager(s).

(h) *President.* Initially, Mr. Schultz shall be the President. The President shall, subject to the direction of the Board of Manager(s), have general charge and supervision of the business of the LLC. Unless otherwise provided by the Board of Manager(s), he or she shall preside at all meetings of the Members, and, if he or she is a Manager, at all meetings of the Board of Manager(s). Unless the Board of Manager(s) has designated the Chairman of the Board or another officer as Chief Executive Officer, the President shall be the Chief Executive Officer of the LLC. The President shall perform such other duties and shall have such other powers as the Board of Manager(s) may, from time to time, prescribe.

(i) *Vice Presidents.* Any Vice President shall perform such duties and possess such powers as the Board of Manager(s) or the President may, from time to time, prescribe. In the event of the absence, inability to act of the President, upon direction of the Board of Managers only, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Manager(s)) shall perform the duties of the President and when so performing shall have all the powers of and be subject to all the restrictions upon the President. The Board of Manager(s) may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Manager(s).

(j) *Clerk and Assistant Clerks.* Initially, Mr. Schultz shall be the Clerk. The Clerk shall perform such duties and shall have such powers as the Board of Manager(s) or the President may, from time to time, prescribe.

Any Assistant Clerk shall perform such duties and possess such powers as the Board of Manager(s), the President or the Clerk may, from time to time, prescribe. In the event of the absence, inability or refusal to act of the Clerk, the Assistant Clerk (or if there shall be more than one, the Assistant Clerks in the order determined by the Board of Manager(s)) shall perform the duties and exercise the powers of the Clerk.

In the absence of the Clerk or any Assistant Clerk at any meeting of Members or Manager(s), the person presiding at the meeting shall designate a temporary secretary to keep a record of the meeting.

(k) *Treasurer and Assistant Treasurers.* Initially, Mr. Schultz shall be the Treasurer. The Treasurer shall perform such duties and shall have such powers as may, from time to time, be assigned to him or her by the Board of Manager(s) or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of the treasurer of a corporation, including, without limitation, the duty and power to keep and be responsible for all funds and securities of the LLC, to deposit funds of the LLC in depositories selected in accordance with this Agreement, as amended, and such other rules and regulations as promulgated by the LLC, to disburse such funds as ordered by the Board of Manager(s), to make proper accounts of such funds, and to render as required by the Board of Manager(s) statements of all such transactions and of the financial condition of the LLC.

The Assistant Treasurers shall perform such duties and possess such powers as the Board of Manager(s), the President or the Treasurer may, from time to time, prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Manager(s)) shall perform the duties and exercise the powers of the Treasurer.

(l) *Salaries.* Officers of the LLC shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed, from time to time, by the Manager(s).

6.05 *Interpretation of Rights and Duties of Manager(s) and Members.* To the fullest extent permitted by the Act and other applicable law, and to the extent not inconsistent with the specific provisions of this Agreement or the Certificate, it is the intention of the parties as follows:

(a) the Board of Manager(s) shall have the power to do any and all acts, statutory and otherwise, with respect to the LLC that the board of directors of a Massachusetts corporation would have with respect to such Massachusetts corporation; and

(b) the Members shall have no power or authority whatsoever with respect to the management of the business and affairs of the LLC, except as set forth by the Certificate, this Agreement, or by the Board of Manager(s),

6.06 *Certain Permitted Transactions.* Without limitation of any of its powers set forth in Section 6.01, above, the Board of Manager(s) is expressly authorized, for, in the name of, and on behalf of, the

LLC, to cause the LLC to enter into such agreements with one or more Manager(s) to provide certain management services to the LLC, and will receive expense reimbursement and a monthly fee as agreed by the Board of Manager(s).

6.07 *Member Approval Requirements.* Notwithstanding the provisions of Section 6.01 or any other provision of this Agreement to the contrary, without the prior written notice to the voting Members, the Board of Manager(s) shall not cause the LLC to sell all or substantially all of the assets of the LLC.

6.08 *Binding the LLC.* Except as the Board of Manager(s) may generally or in any particular case or cases otherwise authorize, and subject to the other provisions of this Agreement and the Certificate, all deeds, leases, contracts, bonds, notes, checks, drafts or other obligations made, accepted or endorsed by the LLC shall be signed by Mr. Schultz.

6.09 *Contracts with Members; Services.* With the Consent of a majority in number of Manager(s) in each case, the LLC may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any Member or Affiliate of a Member, and may pay compensation in connection with such business, goods, services or space, provided in each case that the amounts payable thereunder are reasonably comparable to those that would be payable to unaffiliated persons under similar agreements; and, if the Board of Manager(s) determines in good faith that such amounts are so comparable, such determination shall be conclusive absent manifest error. Members contributing services in exchange (in part or in whole) for their Member Interest shall use best efforts to perform such services, at least to the highest industry standards, at the direction of the Manager(s) and Officers of the LLC. Each Member shall use all their efforts and time as set forth in Schedule C, attached hereto.

6.10 *Indemnification and Exculpation.* (a) No Manager or its Affiliates shall have any liability to the LLC or to any Member for any loss suffered by the LLC that arises out of any action or inaction of any Manager, if such Manager, as the case may be, in good faith, determined that such course of conduct was in the best interests of the LLC and such course of conduct did not constitute gross negligence or willful misconduct of such Manager.

(b) The Members' respective obligations to each other are limited to the express obligations described in this Agreement, which obligations the Members shall carry out with ordinary prudence and in a manner characteristic of businesspersons in similar circumstances. Except as may be provided in a separate agreement between the LLC and the respective Member, no Member shall be a fiduciary of or have any fiduciary obligations to the other Members in connection with the LLC or this Agreement or such Member's performance of its obligations under this Agreement, and each Member hereby waives to the fullest extent permitted by applicable law any rights it may have to claim any breach of fiduciary obligation under this Agreement or in connection with the LLC.

(c) Each Manager shall be indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Manager on behalf of the LLC, provided that no indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the LLC. Without limiting the foregoing, the Board of Manager(s) may elect (on a case-by-case basis) to permit such indemnification to include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated not to be entitled to indemnification under this Section 6.10, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any indemnification to be provided hereunder may be provided even if the person to be indemnified is no longer a Manager.

(d) Notwithstanding the foregoing, no Manager, nor its respective Affiliates, nor any person acting as a broker-dealer, shall be indemnified for any losses, liabilities or expenses arising from or out of a violation of federal or state securities laws or any other intentional or criminal wrongdoing. Any indemnity under this Section 6.10 shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof. The LLC shall not incur the cost of that portion of any insurance, other than public liability insurance, which insures any party against any liability as to which such party is herein prohibited from being indemnified.

6.11 *Other Activities.* (a) Except as provided in Schedules B and C hereof, any separate agreement between the LLC and the Member or Manager and in Section 6.11(b), below, the Members and Manager(s), may engage in and possess interests in other business ventures and/or investment opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships or other limited liability companies with purposes similar to those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom, accept by express written agreement of the particular parties seeking to grant and receive such rights.

(b) The Members have entered the LLC's Confidentiality Non-Disclosure Agreement of same or near date as the Effective Date hereof and the provisions of such are incorporated herein and made a part hereof by reference. See Schedule B of this Agreement.

ARTICLE VII **Fiscal Matters**

7.01 *Books and Records.* The Board of Manager(s) shall keep or cause the Treasurer to keep complete and accurate books and records of the LLC on the income tax method of reporting and otherwise in accordance with generally accepted accounting principles consistently applied, which shall be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at the office of the LLC or other location designated by the Managers with notice to the Members, for examination and copying by any Member or Manager, or his, her or its duly authorized representative, at its reasonable request and at its expense during ordinary business hours. A current list of the full name and last known address of each officer, Member and Manager; a copy of this Agreement and any amendments thereto; the Certificate, including all certificates of amendment thereto; executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate or any certificate of amendment has been executed; and copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent fiscal years, shall be maintained at the registered office of the LLC and as required by the Act.

The LLC shall have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Members.

7.02 *Reports.* Following the end of each fiscal year, the Board of Manager(s) shall cause to be prepared and sent to all Members a financial report of the LLC, including a balance sheet and a profit and loss statement, and, if such profit and loss statement is not prepared on a cash basis, a statement of changes in financial position, which may be certified by an independent certified public accountant, as deemed necessary by the Board of Manager(s). Following the end of each fiscal year, the Board of Manager(s) shall furnish (or cause to be furnished) to all Members with such information as may be needed to enable the Members to file their federal income tax returns and any required state income tax return. The cost of all such reporting shall be paid by the LLC as an LLC expense. Any Member may, at any time, at its own expense, cause an audit of the LLC books to be made by a certified public accountant of its own selection. All expenses incurred by such accountant shall be borne by such Member.

7.03 *Bank Accounts.* The Treasurer shall be responsible for causing one or more accounts to be maintained in a bank (or banks), which accounts shall be used for the payment of the expenditures incurred by the Manager(s) and the officers in connection with the business of the LLC, and in which shall be deposited any and all cash receipts of the LLC. All deposits and funds not needed for the operations of the LLC may be invested in short-term investments, including securities issued or fully guaranteed by United States government agencies; certificates of deposit of banks; bank repurchase agreements covering the securities of the United States government; commercial paper rated A or better by Moody's Investors Services, Inc.; money market funds; interest-bearing time deposits in banks and thrift institutions; and such other similar investments as the Manager(s) may approve. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Treasurer (or the Manager(s) or such other officers of the LLC, as authorized by the Manager(s)) for the purposes specified in this Agreement. Withdrawals from any LLC bank or similar account shall be made and other activity conducted on such signature or signatures as shall be approved by the Manager(s).

7.04 *Fiscal Year.* The fiscal year of the LLC shall end on December 31 of each year.

7.05 *Tax Matters Partner.* The Manager(s) shall designate a Member to serve as the "tax matters partner" of the LLC.

If, at any time, such person is not eligible under the Code to serve, or refuses to serve, as the tax matters partner, another Member shall be designated by the Manager(s) to serve as the tax matters partner. The tax matters partner is hereby authorized to and shall perform all duties of a tax matters partner under the Code and shall serve as tax matters partner until his, her or its resignation or until the designation of his, her or its successor, whichever occurs sooner.

ARTICLE VIII **Transfers of Interests**

8.01 *General Restrictions on Transfer of Interests by Members.* (a) No Member may Transfer his, her or its interest in the LLC unless the Manager(s) shall have previously approved such Transfer in writing, the granting or denying of which consent shall be in the Manager(s)' absolute discretion; provided that if such Transfer is to a person that is not already a Member, the Transferring Member must obtain Unanimous Consent from Members prior to such Transfer. Notwithstanding the foregoing, this 8.01 shall not limit Mr. Schultz's right and authority to sell the Company and/or all or substantially all of the Company's assets.

No assignment of the interest of a Member shall be made if, in the opinion of counsel to the LLC, such assignment (i) may not be effected without registration under the Securities Act; (ii) would result in the violation of any applicable state securities laws; (iii) unless approved by the Board of Manager(s), would result in a termination of the LLC under the appropriate Internal Revenue Code; or (iv) unless approved by the Board of Manager(s), would result in the treatment of the LLC as a "publicly traded limited partnership" for tax purposes. The LLC shall not be required to recognize any such assignment until the instrument conveying such interest has been delivered to the Board of Manager(s) for recordation on the books of the LLC. Unless an assignee becomes a substituted Member in accordance with the provisions of Section 8.01(b), the assignee shall not be entitled to any of the rights granted to a Member hereunder, other than the right to receive all or part of the share of the Gross Income, Net Profits, Net Losses, appropriate deductions, cash distributions or returns of capital to which his or her assignor would otherwise be entitled.

(b) An assignee of the interest of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if, and only if:

(i) the assignor gives the assignee such right;

- (ii) the following persons, as applicable, shall have consented to such substitution in writing, the granting or denying of which consent shall be in their absolute discretion: Mr. Schultz.
- (iii) the assignee pays to the LLC all costs and expenses incurred in connection with such substitution, including specifically, without limitation, costs incurred in the review and processing of the assignment and in amending the LLC's then current Certificate and/or Operating Agreement, if required; and
- (iv) the assignee executes and delivers an Amendment to this Agreement (and to the Certificate, if required), which Amendment shall be executed by Mr. Schultz or other person authorized by the Board of Manager(s) and by such assignee, and such other instruments, in form and substance satisfactory to the Board of Manager(s), as may be necessary, appropriate or desirable to effect such substitution and to confirm the agreement of the assignee to be bound by the terms and provisions of this Agreement.

(c) The LLC, the Board of Manager(s) and the officers of the LLC shall be entitled to treat the record owner of any LLC interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received and accepted by the Board of Manager(s) and recorded on the books of the LLC. The Board of Manager(s) may refuse to accept an assignment until the end of the next successive quarterly accounting period. In no event shall any Membership interest, or any portion thereof, be sold, transferred or assigned to a minor or incompetent, and any such attempted sale, transfer or assignment shall be void and ineffectual and shall not bind the LLC or the Board of Manager(s).

8.02 *Transfers of Interests by Members Who Serve as Manager(s).* (a) A Transfer or assignment of an interest by a Member-Manager shall transfer only the economic interest, rights, duties and obligations of the transferor in its capacity as a Member, and no transferee shall obtain, as a result of such Transfer or assignment, any rights as a Manager.

(b) A Member-Manager who assigns or Transfers all (but not less than all) of his, her or its interest as a Member shall be deemed to have tendered his, her or its resignation as a Manager to the Board of Manager(s) effective as of the date of such transfer or assignment. A majority of the Board of Manager(s), exclusive of the resigning Member, may accept or reject such resignation. In the event there are no remaining Managers, the Members, by Unanimous Consent, may accept or reject such resignation. If accepted, the acceptance date shall be the effective date of the resignation. Failure to reject such resignation within 30 days after the tender thereof shall be deemed to constitute acceptance of such resignation.

8.03 *Restrictions as to Certain Matters.* Every Transfer of an interest of a Member of the LLC permitted by this Article VIII shall be subject to the following restrictions.

(a) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or violation of non-compliance with the then applicable laws, rules and regulations of any governmental authority having jurisdiction over such Transfer. The Board of Manager(s) may require as a condition of any Transfer that the transferor furnish an opinion of counsel, satisfactory to the LLC (both as to counsel and as to the substance of the opinion), that the proposed Transfer complies with applicable law, including the laws, rules or regulations applicable to the LLC's industry, federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended; or if such transfer would cause the LLC to lose a license, permit or other business authorization.

(b) The Board of Manager(s) may require, as a condition to the admission to the LLC as a Member of any transferee who is not a Member, that such transferee demonstrate to the reasonable satisfaction of the Board of Manager(s) that he, she or it is either a financially responsible person or has one or more financially responsible persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on his, her or its behalf.

(c) Unless the Board of Manager(s) has specifically approved otherwise in writing, a transferor of an interest as a Member of the LLC, if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement, shall not be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer, except to the extent of the payments made in the transferor's place by any transferee of its interest, and the LLC may proceed to collect any amount due from the transferor as and when due, together with interest thereon from the date for payment stated herein at the rate of 18 percent per annum, compounded monthly, but not exceeding the maximum rate permitted by law, and all costs and expenses of collection incurred by the LLC (including reasonable fees and disbursements of counsel).

(d) Any person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 8.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(e) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be or be treated as or deemed to be a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the provisions of this Agreement concerning such transactions.

8.04 *Permitted Transfers.* Intentionally omitted.

8.05 *Conditions of Certain Member Interest.* Notwithstanding anything to the contrary herein, the conditions of certain Member Interest are set forth in Schedule C, attached hereto and incorporated herein.

ARTICLE IX **Dissolution**

9.01 *Events Causing Dissolution.* The LLC shall be dissolved and its affairs wound up upon the following events:

(a) the sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash and the Board of Manager(s) determines not to distribute all or substantially all of such non-cash items to the Members;

(b) the election to dissolve the LLC made in writing by the Board of Manager(s) with the Consent of the Members;

(c) any consolidation or merger of the LLC with or into any entity following which the LLC is not the resulting or surviving entity; or

(d) upon the occurrence of an event specified under the laws of the Commonwealth of Massachusetts as one effecting dissolution, except that where, under the terms of this Agreement or the Act, the LLC is not to terminate, then the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions and provisions of this Agreement.

9.02 *Continuation of the LLC.* Notwithstanding the occurrence of death, insanity, expulsion or dissolution of a Member, the LLC shall not be dissolved and its business and affairs shall not be discontinued, and the LLC shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if the remaining Members acting by Consent, elect within 90 days after such occurrence to continue the LLC and the LLC's business.

9.03 *Procedures on Dissolution.* Dissolution of the LLC shall be effective on the day on which occurs the event giving rise to the dissolution, but the LLC shall not terminate until the Certificate shall have been canceled and the assets of the LLC shall have been distributed as provided herein. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business of the LLC and the affairs of the Members, as such, shall continue to be governed by this Agreement. The Board of Manager(s) or a liquidator appointed by the Board of Manager(s), shall liquidate the assets of the LLC, apply and distribute the proceeds thereof as contemplated by this Agreement and cause the cancellation of the Certificate.

9.04 *Distributions upon Liquidation.* (a) After payment of liabilities owing to creditors, the Board of Manager(s) or such liquidator shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by the Board of Manager(s) or such liquidator to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations, and, at the expiration of such period as the Board of Manager(s) or such liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in paragraph (b), below.

(b) After paying such liabilities and providing for such reserves, the Board of Manager(s) or liquidator shall cause the remaining net assets of the LLC to be distributed to and among the Members in the order of priority set forth in Article IV hereof. In the event that any part of such net assets consists of notes or accounts receivable or other non-cash assets, the Board of Manager(s) or liquidator may take whatever steps it deems appropriate to convert such assets into cash or into any other form which would facilitate the distribution thereof. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of their fair market value net of any liabilities.

ARTICLE X **Miscellaneous**

10.01 *Notices.* Except for notices of meetings of Manager(s) and Members, notice of which shall be given in the manner provided in Sections 6.02(h) and 6.03(e), respectively, any and all notices under this Agreement shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid; (b) on the first business day after being sent by express mail, receipt confirmed facsimile, or commercial overnight delivery service providing a receipt for delivery; (c) on the date of hand delivery; or (d) on the date actually received or rejected, if sent by any other method. To be effective, all such notices shall be addressed, if to the LLC, at its registered office under the Act, and if to a Member or Manager, at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address that is known to the sender for the recipient, if different from the address so specified.

10.02 *Word Meanings.* Words such as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole, and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

10.03 *Binding Provisions.* Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, legal representatives, successors and assigns.

10.04 *Applicable Law; Arbitration.*

(a) This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary (provided that, to the extent not inconsistent with the specific provisions of this Agreement, the Act or the Certificate, the authority of the Board of Manager(s) shall be determined by reference to the Massachusetts Business Corporation Act).

(b) The Parties hereto waive their rights to seek remedies in court, including any right to a jury trial. The Parties agree that in the event of any dispute between or among them or any of their affiliates, such dispute shall be resolved exclusively by arbitration to be conducted in accordance with the rules of the American Arbitration Association (“AAA”) applying the laws of the Commonwealth of Massachusetts as to any claim arising from or related to the terms of this Agreement, any Party’s ownership/membership, manager, director or officer position with the Company, or otherwise. Any arbitration proceeding shall be brought before arbitrators sitting in Portland, Massachusetts. The Parties agree that such arbitration shall be conducted by a three (3) member panel (“**Arbitration Panel**”). Each Party shall select one (1) arbitrator from a list provided by the AAA, which arbitrators shall select a third arbitrator. By mutual agreement, the Parties may jointly waive the right to a three (3) member panel and have any arbitration proceeding conducted by a single arbitrator, per the AAA rules. Discovery shall be permitted as required by the rules of the AAA, and that the arbitration award shall include factual findings, conclusions of law and findings and award pursuant to 10.04(c) below. Any award rendered by the arbitrator shall be final and binding and judgment may be entered on it, as provided by law. Notwithstanding the foregoing, an action for injunction or specific performance, may be brought by either Party in any court having jurisdiction for the protection of the business and goodwill of either Party pending the decision of an arbitrator regarding the same, without posting bond. Any appeal, petition to vacate or confirm, or any proceedings to enforce (“**Further Proceedings**”) shall be brought in the state or federal court in Portland, Massachusetts and the Parties expressly submit to the jurisdiction of such courts for any Further Proceedings by process served by certified mail, return receipt requested, on such Party as set forth below.

(c) In the event a party initiates arbitration and after the arbitration proceeding, the Arbitration Panel (or single arbitrator, if applicable) finds that the claim(s) in its/their entirety, brought before such Arbitration Panel by the initiating Party, is/are frivolous, the other Party(ies) shall be entitled to seek an award for reasonable attorney’s fees and costs for such arbitration proceeding.

10.05 *Counterparts.* This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

10.06 *Separability of Provisions.* Each provision of this Agreement shall be considered separable. To the extent that 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 (and, if the Act is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision shall automatically be considered to be valid from the effective date of such amendment or interpretation).

10.07 *Section Titles.* Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

10.08 *Amendments.* Except as otherwise specifically provided in this Agreement, including, without limitation, in Sections 2.06, 3.02 and Article VIII, this Agreement may be amended or modified only by Unanimous Consent of the Members, and any such amendment may include, without limitation, an amendment providing for capital contributions from, distributions to, and allocations of Net Profits and Net Losses (and items thereof) to one or more additional classes of Members; provided that:

- (a) no such amendment shall increase the liability of, increase the obligations of or adversely affect the interest of, any Member without the specific consent of such Member (except that an amendment adopted pursuant to Section 2.06 or Section 3.02 may reduce a Member's interest in the LLC without such Member's specific consent);
- (b) no such amendment shall increase the liability of or increase the obligations of the Board of Manager(s) without the prior Consent of the Board of Manager(s); and
- (c) subject to clauses (a) and (b), above, any amendment to this Section 10.08 shall require the Unanimous Consent of Members.
- (d) nothing in this Section 10.08 shall limit Mr. Schultz's right to sell the Company or all or substantially all of the Company's assets in accordance herewith.

10.09 *Third-Party Beneficiaries.* The provisions of this Agreement, including Article III, are not intended to be for the benefit of any creditor (other than a Member or Manager who is a creditor) or other person (other than a Member or Manager in his, her or its capacity as such) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members or Manager(s). Moreover, notwithstanding anything contained in this Agreement, including, without limitation, Article III, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member or Manager.

10.10 *Entire Agreement.* This Agreement including each of the Schedules attached hereto, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The Members and Manager(s) hereby agree that each Member and each Manager shall be entitled to rely on the provisions of this Agreement, and no Member or Manager shall be liable to the LLC or any other Member or Manager for any action or refusal to act taken in good faith reliance on the terms of this Agreement.

10.11 *Waiver of Partition.* Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, each Member agrees that he, she or it shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and, notwithstanding any provisions of this Agreement to the contrary, each Member (and his, her or its successors and assigns) accepts the provisions of the Agreement as his, her or its sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale or other liquidation with respect to his, her or its interest, in or with respect to, any assets or properties of the LLC. Each Member agrees that he, she or it will not petition a court for the dissolution, termination or liquidation of the LLC.

10.12 *Conflict*. In the event any provision(s) of Article I – Article X of this Agreement, conflicts with any provision(s) of Schedule C or E, the conflicting provision(s) in Schedule C or E respectively shall control.

EACH PARTY ACKNOWLEDGES THAT HE/SHE/IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL CONCERNING THIS AGREEMENT AND THE PAYMENT(S) MADE IN ASSOCIATION WITH THIS AGREEMENT AND HE/SHE/IT ACKNOWLEDGES THAT HE/SHE/IT HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT HE/SHE/IT IS FULLY AWARE OF ITS LEGAL EFFECT, AND THAT HE/SHE/IT HAS ENTERED INTO IT FREELY BASED ON HIS/HER/ITS OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the Effective Date set forth below.

Date: 06 / 03 / 2025 (“Effective Date”)

MANAGER:



Cullen Schultz, Manager

MEMBERS:



Cullen Schultz, Member



Victor Thomas, Member



Carlos Bryant, Member



Ryan Perilli, Member

**SCHEDULE A
TO
FIRST AMENDED & RESTATED
OPERATING AGREEMENT
OF
JOHN WILLIAMS STREET INVESTMENTS, LLC**

CAPITALIZATION TABLE

<u>Names and Addresses of Members</u>	<u>Percentage Interest</u>	<u>Units</u>	<u>Capital Contribution</u>	<u>Managerial Interest</u>	<u>Economic Interest</u>
Cullen Schultz 80R Carlisle Rd Westford, MA 01886	91%	9,100	~\$250,000.00; know-how and certain services.	100%	91%
Victor Thomas 35 Dunreath St. Boston, MA 02119	3%	300	Certain services and know-how.	0%	3%
Carlos Bryant 66 Summer St. Hyde Park, MA 02136	3%	300	Certain services and know-how.	0%	3%
Ryan Perilli 649 Chelmsford St. Lowell, MA 01850	3%	300	No Interest Loan to Company: \$25,000, certain services and know-how.	0%	3%
<i>Total</i>	<i>100%</i>	<i>10,000</i>		<i>100%</i>	<i>100%</i>

Manager(s)

Sole Manager:

Cullen Schultz
80R Carlisle Rd
Westford, MA 01886

Officers

TBD

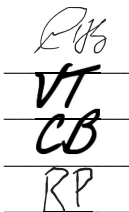
Initials:

Cullen Schultz:

Victor Thomas:

Carlos Bryant:

Ryan Perilli:


 CS
 VT
 CB
 RP

**SCHEDULE B
TO
FIRST AMENDED & RESTATED
OPERATING AGREEMENT
OF
JOHN WILLIAMS STREET INVESTMENTS, LLC**

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

WITH NON-COMPETE AND NO SOLICITATION PROVISIONS

This Nondisclosure and Confidentiality Agreement (this “NDA”) is made by and between JOHN WILLIAMS STREET INVESTMENTS, LLC, a Massachusetts limited liability company (referred to herein as the “**Discloser**”) and the undersigned individuals and companies (separately and collectively referred to herein as the “**Recipient**”), each referred to herein as a “Party” and collectively referred to herein, as the “Parties.”

Recitals

WHEREAS, reference is made to the Operating Agreement of same or near date hereof (the “LLC Agreement”), of which this NDA is a part;

WHEREAS, and the Discloser has invested and intends to continue to invest considerable time, money other resources, in business development, business concepts, contacts, relationships, systems, services, products, proprietary data, methodologies, processes, techniques and formula and branding and marketing studies, analyses and strategies, all of which are deemed to be confidential and proprietary information developed by Discloser and/or Recipient, related to the Business and are deemed to embody trade secrets in whole or in part, which have commercial value and are not generally or publicly known (referred to herein as the “Intellectual Property”).

NOW THEREFORE, in consideration of the Discloser entering the LLC Agreement and/or disclosing the Confidential Information to Recipient, and other valuable consideration, the receipt and adequacy of which is acknowledged by the Recipient, the Recipient agrees as follows:

1. The Recitals set forth above shall be incorporated herein by reference.
2. **Definitions:**
 - 2.1. For purposes of this NDA, “Confidential Information” shall include confidential information and proprietary information and all knowledge, information, documents and materials owned, developed or possessed by the Discloser or on behalf of the Discloser, by the Recipient or on behalf of the Recipient and including, but not limited to, Intellectual Property, as defined above, business development plans, prices, costs, sales, content and/or processes and forecasts, inventions, registration information, certification information, licensing information, leasing information, legal information, operational procedures, knowledge of the organization, services, formulas, recipes, techniques, contracts, financial information, business methods, business plans, details of consultant contracts, new personnel acquisition plans, business acquisition plans, customer lists, customer payment information, business relationships of the Business and other information owned, developed, possessed, sold or licensed, to or by the Discloser, and all notes, analyses, compilations, forecasts, studies, interpretations and other documents and materials prepared by or for the Transactions, the Business or the Discloser.
 - 2.2. For purposes of this NDA “Unauthorized” shall mean, without express written authorization from an officer or manager of the Discloser.
 - 2.3. The term “person” as used in this NDA will be interpreted to include, without limitation, any corporation, company, partnership, limited liability company, joint venture or individual.

2.4. The capitalized term “Business” shall mean the business of the Discloser. “Transactions” shall mean the underlying transactions of the LLC Agreement.

3. **Confidentiality:**

3.1 Recipient agrees to the following, irrespective of the manner in which the Confidential Information is provided,

- (a) Recipient shall forever keep secret and retain in strictest confidence and not divulge, disclose, discuss, distribute, disseminate, copy or otherwise use or suffer to be used in any manner, except in furtherance of the Business, any Confidential Information, or any portion thereof; and, no divulgence, disclosure, discussion, distribution, dissemination, copy or other use shall be made in any Unauthorized manner or for any Unauthorized purpose;
- (b) Recipient shall not, without the prior written consent of the Discloser, use or permit to be used, any Confidential Information for any purpose whatsoever, other than the Business; and
- (c) Recipient shall make no disclosures of any type regarding said Confidential Information or any portion thereof, including without limitation, verbal, written and electronically-transmitted disclosures, for any purpose, to any person, without the prior written consent of the Discloser.

4. The obligations of **Section 3** of this NDA shall not apply to any Confidential Information which, the Recipient can demonstrate: (a) is now or becomes hereafter available to the public through no fault of Recipient or Recipient’s Representative; (b) becomes known to the Recipient from a third party not in violation of any contractual, legal or fiduciary obligation of such third party, as substantiated by clear and unequivocal written evidence to this effect; (c) is independently developed by the Recipient without the use of or reference to the Confidential Information of the Discloser; (d) is approved for release by written authorization of the Discloser, but only to the extent of and subject to such conditions as may be imposed in such written authorization; (e) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure, provided however, that the Recipient shall first notify the Discloser of the law or regulation and permit the Discloser to seek an appropriate protective order, if applicable; or (f) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order, provided however, that the Recipient shall first notify the Discloser of the order and permit the Discloser to seek an appropriate protective order; (g) is not Discloser’s financial information and is disclosed and/or used for business purposes not otherwise prohibited by the LLC Agreement.

5. Recipient acknowledges that any breach of this NDA could cause irreparable harm to the Discloser, for which damages would not be an adequate remedy. Therefore, the Recipient agrees that the Discloser shall be entitled to equitable relief, including injunctive relief, to prevent or cure any breach of the obligations set forth in this NDA, without posting bond or other security, in addition to all other remedies available at law or equity that the Discloser may have now or in the future. Recipient agrees that the Discloser shall be entitled to recovery of its attorneys’ fees and other associated costs incurred as a result of any attempt to redress any breach by Recipient or Recipient Representative(s) to enforce its rights and protect its interests under the Agreement.

6. Recipient shall not have the right to assign or transfer any obligations under this NDA, without obtaining the prior written consent of the Discloser. Any attempted assignment or transfer that does not comply with this **Section 6**, shall be null and void.

7. Recipient shall immediately give the Discloser notice of any information that comes to Recipient’s attention, that leads Recipient to suspect that any person other than the Discloser is using or disclosing any portion of the Confidential Information, without the Discloser’s authorization, including but not limited to, any unauthorized release of the Confidential Information. Such notice shall be provided to the Discloser first by telephone or e-mail and then by certified mail pursuant to **Section 16** herein.

8. All waivers of any rights or obligations set forth in this NDA must be in writing. The failure by the Discloser at any time to require Recipient's performance of any obligation under this NDA shall not affect the right to later require performance of that obligation. Any waiver of any breach of any provision of this NDA shall not be construed as a waiver of any prior, continuing or later breach of such provision or a waiver or modification of that provision. No rights or licenses, expressed or implied, are hereby granted to Recipient as a result of this NDA.
9. **No Competition.**
- (a) Recipient and undersigned Principals, each further agree that he/she/it will engage in no activities that compete with the Discloser, involving the use or disclosure of said Confidential Information or any part thereof, whether before the closing of the Transactions or thereafter;
 - (b) Recipient and undersigned Principals, shall not Compete with the Business, within Commonwealth of Massachusetts and within 60 miles from any Discloser or affiliates' location ("Restricted Territory") during the period of time when the respective Member holds Membership Interest in the Discloser and for One (1) year following the end of the later of either their end of his/her/its Membership Interest or employment with the Discloser ("Restricted Period").
 - (c) "**Compete**" means, activities involving the solicitation of customers of the Business; engaging in or become interested as a proprietor, partner, employee, consultant, promoter, director or stockholder, owner, principal, joint venturer, member, officer, contractor, lender, consultant, manager or otherwise, of any person, firm, corporation or association engaged in the business of cannabis cultivation, production, manufacturing or sales; or take any action that is designed or intended or may be reasonably expected to have the effect of discouraging any current or prior customer, clients, patients, suppliers, retailer, vendor or other third party from initiating a business relationship or maintaining its business relationship with the Business; or participate in any engagement or association with or for a business that directly competes with the Business, and engages in a cannabis product related business.
 - (d) Exceptions. The following are exceptions to Section 9 (a)-(c). The Recipients and the Principals shall not be prohibited from engaging any business that is not otherwise prohibited by the LLC Agreement.
10. This NDA constitutes the entire agreement between Recipient and the Discloser with respect to this matter and shall in all respects supersede and prevail over all prior oral or written agreements or understandings between them, with regard to its subject matter and supplements but does not replace the LLC Agreement. In the event of conflict between the LLC Agreement and this NDA, this NDA shall control. No amendment, alteration, or modification of this NDA shall be valid unless, in each instance such amendment, alteration or modification is set forth in a writing signed by all Parties.
11. If any section, sentence, clause, word or combination thereof in this NDA is judicially or administratively interpreted or construed as being in violation of any law of any jurisdiction, such section, sentence, clause, word or combination shall be deemed automatically modified in that jurisdiction to conform to the requirements for validity as so interpreted. If such section, sentence, clause, word or combination cannot be so modified, it shall be inoperative in such jurisdiction and the remainder of this NDA shall remain binding upon Recipient in such jurisdiction and the enforceability of this NDA, as a whole, shall be unaffected elsewhere. Unless the context otherwise requires, words set forth herein, denoting the singular, shall include the plural and vice versa.
12. This NDA shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, excluding those laws that direct the application of the laws of another jurisdiction. The Recipient hereby consents to the jurisdiction of any State or Federal court of competent jurisdiction located in Cumberland County, Massachusetts.
13. The Recipient acknowledges that he/she/it has read and understands this NDA, that he/she/it is fully aware of its legal effect, and that he/she/it has entered into it freely based on his/her/its own judgment and not on any representations or promises other than those contained in this NDA.
14. The provisions contained herein shall not be construed in favor of or against any Party because that Party, his/her/its counsel, or a third party on his/her/its behalf drafted this NDA, but shall be construed as if all Parties prepared this NDA, and any rules of construction to the contrary are hereby specifically waived. The terms of this NDA were negotiated at arm's length by the Parties hereto.
15. The paragraph headings contained in this NDA are for reference purposes only and shall not affect in any way the meaning or interpretation of this NDA.

16. Any notices hereunder shall be given in writing by personal delivery or by certified mail, return receipt requested, postage prepaid, to the Discloser last known address provided by Discloser and to Recipient at their respective address set forth below. Notices shall be deemed effective upon receipt. Address may change with notice to Recipient.
17. Upon Discloser's request, Recipient shall provide and return to Discloser all the Confidential Information, whether in hard copy or in electronic format; and deliver to the Discloser, a certificate of compliance, certifying, that Recipient has returned all of Discloser's Confidential Information and not retained any duplicates thereof.
18. **No Solicitation.** Recipient agrees, for a period of two (2) years from the date of this NDA, not to directly or indirectly solicit any of employees of the Discloser.

IN WITNESS WHEREOF, Recipient executes this Nondisclosure and Confidentiality Agreement with Non-Compete and No Solicitation provisions voluntarily, without duress or compulsion, effective as of the earlier of either the first date of disclosure of Confidential Information by Discloser to Recipient, or the date set forth below.

Date: 06 / 03 / 2025

Recipients/Principals/Members:

Victor Thomas

Victor Thomas, Member

Carlos Bryant

Carlos Bryant, Member

Ryan Perilli

Ryan Perilli, Member

**SCHEDULE C
TO
FIRST AMENDED & RESTATED
OPERATING AGREEMENT
OF
JOHN WILLIAMS STREET INVESTMENTS, LLC**

Conditions of Certain Member Interest

1. Initial Annual Salaries; Service Commitments; Time Commitments: Annual Salaries and Bonuses, if any, for Members that are also Employees, shall be as follows and such may be modified as otherwise may be determined from time to time, in the sole discretion of the Manager:
 - a. Mr. Schultz: Manager and Chief Executive Officer (CEO); Salary, Service and Time Commitments shall be determined at Mr. Shultz's sole discretion.
 - b. Carlos Bryant:
 - i. Initial Annual Salary: \$50,000.00 for the first year, payable monthly, biweekly or weekly in accordance with Company payroll policy, starting on the date a Company marijuana retail store is first open for business, and thereafter, to be determined at the sole discretion of the Manager.
 - ii. Service Commitment: Chief Business Officer (CBO), including but not limited to managerial duties in operations, marketing, inventory, security, compliance, finance, staffing, and customer service and as modified at the sole discretion of the Manager.
 - iii. Time commitment: ≥ 50 hours/week for 10 yrs starting on the date of First Amended and Restated Agreement.
 - iv. Carlos Bryant agrees to enter a written Company Employment Agreement that contains subparagraphs 1.b.i-iii above and other conditions of employment.
 - c. Victor Thomas:
 - i. Initial Annual Salary: \$66,000.00 for the first year, payable monthly, biweekly or weekly in accordance with Company payroll policy, starting on the date a Company marijuana retail store is first open for business, and thereafter, to be determined at the sole discretion of the Manager.
 - ii. Service Commitment: Chief Business Officer (CBO), including but not limited to managerial duties in operations, marketing, inventory, security, compliance, finance, staffing, and customer service and as modified at the sole discretion of the Manager.
 - iii. Time commitment: ≥ 50 hours/week for 10 yrs starting on the date of First Amended and Restated Agreement.
 - iv. Victor Thomas agrees to enter a written Company Employment Agreement that contains subparagraphs 1.c.i-iii above and other conditions of employment.

d. Ryan Perilli:

- i. Initial Annual Salary: \$75,000.00 for the first year, payable monthly, biweekly or weekly in accordance with Company payroll policy, starting on the date a Company marijuana retail store is first open for business, and thereafter, to be determined at the sole discretion of the Manager.
 - ii. Service Commitment: Chief Business Officer (CBO), including but not limited to managerial duties in operations, marketing, inventory, security, compliance, finance, staffing, and customer service and as modified at the sole discretion of the Manager.
 - iii. Time commitment: ≥ 50 hours/week for 10 yrs starting on the date of First Amended and Restated Agreement.
 - iv. Ryan Perilli agrees to enter a written Company Employment Agreement that contains subparagraphs 1.d.i-iii above and other conditions of employment.
2. In the event of Carlos Bryant's Retirement Event at the Company or any affiliate of the Company (each a "JWSI Company" collectively "JWSI Companies") for any reason prior to the Tenth (10th) anniversary of the date of this Agreement, except in the event it is due to a Capital Transaction, such shall be deemed a Retirement Event hereunder and the following shall apply:
- a. Carlos Bryant forfeits 10% of Member Units for each full year then remaining until the Tenth (10th) anniversary of this Agreement and a pro-rated percentage for any additional partial year remaining.
 - b. Subject to Paragraph 5 below, the Company may buyout remaining Units of Carlos Bryant's Membership, based on greater of (a) ongoing concern value or (b) book value, via a lump sum payment or payment via a promissory note, with 6% APR, with equal consecutive monthly payments, and provided that such promissory note be paid in full no later than the twentieth (20th) Anniversary of such Retirement Event, and in the event of a Capital Transaction, the then remaining balance of such promissory note, if any, shall be paid in full prior to disbursements of proceeds of the Capital Transaction to Members.
 - c. If the Company doesn't buyout as set forth in Section 2(b) above, then Cullen Schultz may buyout the Member Units.
 - d. If neither of the above buys such Member Units, then Carlos Bryant may remain as an unadmitted member with economic interest only (no other Member rights).
3. In the event of Victor Thomas's Retirement Event at the Company or any affiliate of the Company (each a "JWSI Company" collectively "JWSI Companies") for any reason prior to the Tenth (10th) anniversary of the date of this Agreement, except in the event it is due to a Capital Transaction, such shall be deemed a Retirement Event hereunder and the following shall apply:
- a. Victor Thomas forfeits 10% of Member Units for each full year then remaining until the Tenth (10th) anniversary of this Agreement and a pro-rated percentage for any additional partial year remaining.
 - b. Subject to Paragraph 5 below, the Company may buyout remaining Units of Victor Thomas's Membership, based on greater of (a) ongoing concern value or (b) book value, via

- a lump sum payment or payment via a promissory note, with 6% APR, with equal consecutive monthly payments, and provided that such promissory note be paid in full no later than the twentieth (20th) Anniversary of such Retirement Event, and in the event of a Capital Transaction, the then remaining balance of such promissory note, if any, shall be paid in full prior to disbursements of proceeds of the Capital Transaction to Members.
- c. If the Company doesn't buyout as set forth in Section 3(b) above, then Cullen Schultz may buyout the Member Units.
 - d. If neither of the above buys such Member Units, then Victor Thomas may remain as an unadmitted member with economic interest only (no other Member rights).
4. In the event of Ryan Perilli's Retirement Event at any JWSI Company for any reason prior to Ten (10) years from the date of the Original Operating Agreement, except in the event it is due to a Capital Transaction, such shall be deemed a Retirement Event hereunder and the following shall apply:
 - a. Ryan Perilli forfeits 10% of Member Units for each full year then remaining until the Tenth (10th) anniversary of this Agreement and a pro-rated percentage for any additional partial year remaining.
 - b. Subject to Paragraph 5 below, the Company may elect to buyout remaining Member Units of Ryan Perilli's Membership, based on greater of (a) ongoing concern value or (b) book value, via a lump sum payment or payment via a promissory note, with equal consecutive monthly payments, and provided that the maturity date of such promissory note shall be no later than the twentieth (20th) Anniversary of such Retirement Event, and in the event of a Capital Transaction, the then remaining balance of such promissory note, if any, shall be paid in full prior to disbursements of proceeds of the Capital Transaction to Members.
 - c. If the Company doesn't buyout pursuant to Section 4b. above, then Cullen Schultz may buyout Ryan Perilli's Member Units.
 - d. If neither of the above buys his Member Units, then Ryan Perilli may remain as an unadmitted member with economic interest only (no other Member rights).
 5. In the event a Member's ownership of Units in the Company jeopardizes the Company's ability to obtain or maintain cannabis related licensing, permits or other authorizations, such shall amount to a Retirement Event and such Member hereby agrees to assign, transfer and surrender all of his shares to the Company and the Company agrees to pay such Member consideration in accordance with applicable paragraph(s), 2(a-c) or 3(a-c), 4(a-c) or 13 and if such Retirement Event arises out of an Acute Cause, applicable paragraph 6 or 7 below shall apply.
 6. If the Retirement Event is by reason of misconduct of Victor Thomas, Carlos Bryant or Ryan Perilli, e.g., for Acute Cause, then the buyout price for departing Member's Units shall be reduced (or further reduced) by 50%; except in event the Acute Cause is a crime against any JWSI Company, all his Member Units must be surrendered for nominal consideration only. "Acute Cause" shall mean
 - (i) the commission by him of any felony against any JWSI Company, any other cannabis, real estate or holding company that one or more of the Members hold ownership interest in (each a "Mutual Company") or any affiliate of the Company; (ii) any felony involving an act of dishonesty, moral turpitude, deceit, fraud or drugs or other crime that compromises the

Company's, any Mutual Company's or any Company affiliate's, ability to obtain or maintain licenses, permits, registrations or other authorizations; or (iii) dishonesty or willful misconduct in connection with his employment or Membership, that causes damage to the Company, any Mutual Company's or any Company affiliate's, as established through arbitration (costs of such arbitration shall be borne by the offending/retiring Member) or (iv) substantial interference with marital or domestic partnership relationship of another Member.

7. In the event Victor Thomas's, Carlos Bryant's and/or Ryan Perilli's actions or inactions amount to "Cause," such shall be deemed a Retirement Event, and the applicable paragraph(s), 2(a-c), 3(a-c) or 4(a-c) shall apply. For purposes of this Agreement, "Cause" shall mean,
 - a. a material breach by him (other than a breach resulting from incapacity due to a Disability) of his duties and responsibilities to the Company which breach is willful and deliberate on his part, is committed in bad faith or without reasonable belief that such breach is in the best interests of the Company or its Members and is not remedied in a reasonable period of time after receipt of written notice from the Company specifying such breach; and/or
 - b. any act of dishonesty or misconduct, whether in connection with his responsibilities to the Company or otherwise, that either materially impairs the Company's business, goodwill or reputation or materially compromises his ability to represent the Company with the public.
8. If a Retirement Event is caused by Disability, the applicable paragraph 2(a-c), 3(a-c), 4(a-c) or 13 herein, shall apply. "Disability" means
 - a. the inability of a Member to perform services for the Company as customarily required by the Company for a consecutive period of more than ninety (90) days or for an aggregate of more than one hundred twenty (120) days in any twelve month period, or
 - b. if for a consecutive period of more than ninety (90) days or for an aggregate of more than one hundred twenty (120) days in any twelve month period, the Member does not provide service to the Company or the physical or mental incapacity of a Member to vote his Units (without the assistance of a trustee, attorney-in-fact or other fiduciary) as may be necessary for the proper administration of the Company.
9. If the Retirement Event is caused by death of Victor Thomas, Carlos Bryant or Ryan Perilli:
 - a. The Company may take out keyman life insurance on the life of Victor Thomas, Carlos Bryant and/or on the life of Ryan Perilli in an amount at the Manager's discretion, the proceeds of which will be applied toward buyout the deceased Member's Units, in accordance with this Schedule C.
 - b. If the Company does not take out keyman life insurance for Victor Thomas, Carlos Bryant and/or Ryan Perilli, the applicable paragraph 2(a-c), 3(a-c) or 4(a-c) above shall apply, except that if neither Mr. Schultz, nor the Company buys the Member Units, then the estate of the deceased may remain as an unadmitted Member with economic right only (no other Member Rights) and if death is after the Tenth (10th) anniversary from the date of this Agreement, forfeiture shall not apply.

10. Divorce. To the extent allowed by law, the Membership is non-transferable to a Member's spouse or ex-spouse, in the event of divorce; in the event a divorce judgment and/or order calls for the transfer of Membership to the spouse or ex-spouse of a Member, the applicable paragraph 2(a-c), 3(a-c), 4(a-c), 13 herein, shall apply.
11. Confidentiality; Non-Compete.
 - a. The Members agree that a Confidentiality Agreement and Non-Compete Agreement is appropriate.
 - b. Non-Compete shall cover cannabis businesses within Commonwealth of Massachusetts and within 60 miles from the Company and/or Company affiliates' location ("Restricted Territory") during their employment and/or Membership with the Company and for 1 year following the end of the later of either their Membership or employment with the Company ("Restricted Period").
12. Sale of Company Assets; Drag-Along Rights. Mr. Schultz, as Manager, shall have sole discretion to sell all or substantially all of the assets of the Company and Victor Thomas, Carlos Bryant and Ryan Perilli agree to such sale, and agree to fully cooperate and with such sale. The Members acknowledge and agree that Mr. Shultz (or subsequent successors and assigns of Mr. Shultz) may Transfer his/its Interest at any time. In the event Mr. Shultz decides to Transfer all or a portion of his/its Interest with respect to the Company, Mr. Shultz shall have the right, exercisable upon written notice to the other Members, to require such other Members to Transfer a like portion of their respective Interests with respect to the Company. Any Interests to be sold pursuant to this provision shall be sold under the same terms and conditions and at the same price as the Mr. Shultz's Interests are sold. Each other Member hereby constitutes and appoints Mr. Shultz as its duly authorized attorney-in-fact, to act in the name, place and stead of such other Member for the limited purpose of transferring, to the extent necessary, such other Member's Interests pursuant to any sale required by this Schedule C, paragraph 14. This power is coupled with an interest and is irrevocable.
13. Retirement Event of Mr. Schultz. Mr. Schultz may cause to have the Company purchase a Keyman Life Insurance policy on Mr. Schultz's life in the amount of \$1,000,000 or more, for the purpose of assist with the Company's funding of the buyout of Mr. Schultz's Member Units in the event of Mr. Schultz's death. In the event of a Retirement Event of Mr. Schultz, in addition to providing Mr. Schultz or the representative of his successor in interest in the event of death (e.g. the Trustee of a Trust designated by Mr. Schultz or his Estate if no Trust is designated) ("Successor(s) in Interest"), with the proceeds of Keyman Life Insurance, if applicable, and at the discretion of either (a) Mr. Schultz or (b) the Trustee's and back up Trustee of Trust designated by Mr. Schultz or (c) the Executor(rix) and back up Executor(rix) of Mr. Schultz's Estate, the Company shall Buyout Mr. Schultz's Member Units, by paying the Value of such Member Units, as determined in accordance with this Paragraph 13, in immediate cash funds or by a Promissory Note substantially in the form set forth in Schedule D, attached hereto and according to the following:
 - a. until the buyout of all Member Units is satisfied/paid in full, Mr. Schultz or his Successor(s) in Interest shall have a right to hold the Member Units with full voting Membership rights, subject to Section 5;

- b. the Company shall immediately provide the Successors in Interest with the Keyman Life Insurance benefit/proceeds; and
- c. the Company shall have 30 days to give written notice to Mr. Schultz or his Successor(s) in Interest, as to whether the Company opts:
 - i. to buyout Mr. Schultz's Member Units for the Value thereof (determined in accordance with this Paragraph 13) via a lump sum, within 90 days from the date of Retirement Event, OR
 - ii. within 45 days from the date of such Retirement Event, make and maintain best efforts to sell the Company and provide Mr. Schultz or his Successor(s) in Interest with a 5 year Balloon Promissory Note (the "Note") as Maker to Mr. Schultz or his Successor(s) in Interest, as Holder, for the Value, in the form set forth in Schedule D hereof, a summary of which is as follows:
 - A. at 10%APR, in accordance herewith,
 - B. via equal consecutive principal and interest payments,
 - C. monthly payment amount calculated as though principal was amortized over 20 years;
 - D. with a personal guaranty of such Note provided by Victor Thomas, Carlos Bryant and Ryan Perilli joint and severally;
 - E. the principal shall be the Value determined in accordance with this Paragraph 13,
 - F. such Promissory Note to be freely assignable by Mr. Schultz or his Successor(s) in Interest; and
 - G. provided however, that in the event there is a Capital Transaction prior to Mr. Schultz or his Successor(s) in Interest receiving buyout payment in full, in accordance with this Paragraph 13, the principal of the Note shall be adjusted by increasing or decreasing by the difference between the original Value and the purchase price of such Capital Transaction, to reflect the amount that would have been realized by Mr. Schultz, as a Member, at the time of the Capital Transaction, if there had been no Retirement Event; and the outstanding balance of such Note shall be paid in full at the time of such Capital Transaction prior to general disbursement(s) to Members.
- d. The Company shall make best efforts to maintain the highest quality goods and services until Mr. Schultz or his Successor(s) in Interest are paid in full for all Member Units in accordance with this Paragraph 13.
- e. Such Successor(s) in Interest shall have the power to enforce this paragraph 13 of this Schedule C of this Agreement.
- f. Notwithstanding anything to the contrary herein, in the event of a Retirement Event of Mr. Schultz, for purposes of buyout via lump sum or promissory note, the "Value" of Mr. Schultz's Member Units shall be determined as of the date of death, as follows:
 - i. Mr. Schultz or his Successor in Interest (e.g. the Executor/rix of his Estate or Trustee(s) of an applicable Trust, heir, etc.) and either the Company or purchasing Member, each select a business appraiser;
 - ii. Those two business appraisers shall select a third appraiser; and
 - iii. The average of those three business appraisals shall be deemed the Value of Mr. Schultz's Member Units.
 - iv. The Company shall pay for the appraisers.

14. New Members; Dilution. Victor Thomas, Carlos Bryant and Ryan Perilli shall not have the right to transfer his/their Member Interest to any third party. In the event a Member desires to sell all

or part of his own Units of Member Interest, such Member may provide the Company and/or Mr. Shultz with an offer to sell his Member Interest and in such event, the Company and/or Mr. Shultz shall have the right to accept or reject it at the Company and/or Mr. Shultz's, sole discretion .

15. Cash on Hand. The amount of cash on hand to be retained by the Company, shall be determined at the Manager's sole discretion.
16. Trademarks and trademark registration application matters shall be determined by Mr. Schultz, at his sole discretion.
17. Major Business Judgment Commitment. A Major Business Judgement Commitment shall mean a new voluntary commitment by the Company that involves a capital expenditure for a new or expanded Company project, outside of the scope of the then normal business operations (and specifically excluding payments of accounts payable and existing liabilities). Major Business Judgement Commitment matters shall be determined by Mr. Schultz, at his sole discretion.
18. Mr. Shultz shall have right of first refusal to lend money to the Company.
19. Determining Value of Units. In the event the Company must or elects or another Member elects, to buyout a Retired/Retiring Member's Units, the value of such Member Units shall be determined as of the time of Retirement Event, as follows:
 - a. The purchaser and retired/retiring Member (or his/her/its duly authorized representative), each select a business appraiser,
 - b. Those two business appraisers select a third appraiser; and
 - c. The average of the three business appraisals shall be deemed the value of such Member Units.
20. In the event of a Retirement Event of Mr. Schultz, a successor Manager shall be immediately elected by Unanimous Consent of the Members.
21. Each Member hereby ratifies and confirms agreement to each of the provisions set forth in the Nondisclosure and Confidentiality Agreement with Non-Compete and No Solicitation Provisions, attached hereto as Schedule B.
22. Together with the execution of this Agreement, Ryan Perilli agrees to provide the Company with Twenty-Five Thousand Dollars (\$25,000.00) in the form of a bank check or wire transfer and agrees to sign the Company's Loan Agreement and Promissory Note including, but not limited to, provisions for no interest loan in the amount of \$25,000.00, payable over indefinite period of time, based on allocations of Company's net revenue, at the Manager's sole discretion.

Initials:

Cullen Schultz:

CS

Victor Thomas:

VT

Carlos Bryant:

CB

Ryan Perilli:

RP

**SCHEDULE D
TO
FIRST AMENDED & RESTATED
OPERATING AGREEMENT
OF
JOHN WILLIAMS STREET INVESTMENTS, LLC**

Form of Promissory Note with Guaranty

FORM OF BALLOON PROMISSORY NOTE

For value received, the undersigned, **JOHN WILLIAMS STREET INVESTMENTS, LLC, a Massachusetts limited liability company**, with an address of _____ (herein “Maker” or “Makers”), hereby promises to pay to the order of _____, whose address _____, (hereinafter referred to along with each subsequent holder or holders of this Promissory Note, as “Holder”), the principal sum of _____ **DOLLARS (\$ _____ U.S.)**, with interest thereon from the date or dates of disbursement of the aforesaid principal sum, to be paid in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

Interest shall accrue to the outstanding principal balance of this Promissory Note (“Note”) at a rate equal to **TEN percent (10.0%)** per annum. Interest shall be computed on the basis of actual number of days per year for the actual number of days outstanding.

The Principal and accrued Interest shall be payable in equal consecutive monthly installments in the amount of \$ _____ beginning on _____ and continuing until the Maturity Date.

Principal and all remaining accrued interest shall be due and payable in full on the **day of _____, 20** **[5TH Anniversary of Retirement Event by death of Mr. Schultz]** (the “Maturity Date”).

The payment of this Note is secured by Personal Guaranty of Victor Thomas, . . . Carlos Bryant, an Individual having address at _____ and Ryan Perilli, Individual having address at _____.

Payments received under this Note shall be applied (a) first to late charges and sums due and payable under this Note; (b) second, to accrued and unpaid interest; and (c) third, to principal.

Monthly payments shall be paid as follows: Payable to “_____”, whose address is _____. Notwithstanding the foregoing, the monthly payment shall be adjusted upon prepayments.

Default. If (a) Maker fails to pay, in full, in good cleared funds, within ten (10) days of when due, any installments of principal, interest or any other sums payable under this Note; or (b) Maker fails to otherwise strictly perform, comply with and abide by all Maker’s other agreements and covenants in this Note, then the entire principal sum outstanding and all accrued interest shall at once become due and payable, without notice, at the option of the Holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The principal of this Note, and any part thereof, and all accrued interest, if any, shall bear interest at the maximum legal rate of interest chargeable under applicable law *after maturity or default* until paid. In the event there is no maximum rate applicable or in the event such maximum rate is otherwise indeterminable, it is agreed that such rate shall be eighteen percent (18%) per annum. All parties liable for the payment of this Note agree to pay Holders hereof reasonable attorneys’ fees (including appeals) for the services of counsel employed after maturity or default to collect this Note, whether or not suit is brought.

If Maker fails to pay any installment of principal or interest or any other sum payable under this Note within ten (10) days of when the same is due, then the Holder shall be entitled to collect a “Late Charge” in the amount of \$500.00 to cover the reasonably anticipated additional costs of handling late payments. Acceptance of any Late Charge shall not constitute a waiver

of any default and shall not prevent Holder from exercising any other rights of Holder under this Note or the Security Documents.

The Maker has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When the Maker makes a prepayment, the Maker will tell the Note Holders in writing that Maker is doing so. The Maker may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of the Maker's prepayments to reduce the amount of principal that the Maker owes under this Note. If the Maker makes a partial prepayment, there will be no changes in the due date or in the amount of my monthly interest payment unless the Note Holder agrees in writing to those changes.

Nothing herein contained, nor any transaction related hereto, shall be construed or so operate to require Makers or any other person liable, to pay interest at a greater rate than is lawful in such case to contract for, or to make any payment, or to do any act contrary to law. Should any interest or other charges paid in connection with the loan evidenced by this Note by Maker or any parties liable for the payment of this Note result in the computation or earning of interest in excess of the maximum rate of interest which is legally permitted under the laws of the Commonwealth of Massachusetts, then any and all excess shall be and the same is hereby waived as interest by Holder hereof, and any and all such excess paid shall be automatically credited first against and in reduction of the principal balance due under this Note or, at the option of Maker, paid by Holder to the Maker or any parties liable for the payment of this Note.

If any clause or provision herein contained shall be unenforceable under applicable law, in whole or in part, then such clause or provision or part thereof shall only be inoperative as though not contained herein and the remainder of this Note shall remain operative and in full force and effect.

The remedies of Holder, as provided herein, shall be cumulative and concurrent and may be pursued singularly, successively, or together at the sole discretion of Holders and may be exercised as often as occasion therefore shall arise.

Makers and all guarantors of this Note hereby (a) waive demand, presentment for payment, notice of nonpayment, protest, notice of protest, and all other notices, filing of suit, and diligence in collecting this Note; (b) agree that Holder shall not be required first to institute any suit or to exhaust his, their or its remedies against Maker or any other person or party to become liable hereunder in order to endorse payment of this Note; (c) consent to any extension, rearrangement, renewal, or postponement of time of payment of this Note and to any other indulgence with respect thereto without notice, consent or consideration to any of them; and (d) agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Holder of any such person), they shall be and remain jointly and severally and primarily liable for all sums due under this Note.

Whenever used in this Note, the singular number shall include the plural, the plural, the singular, and the masculine shall include the feminine and the neuter, and the words "Maker" and "Holder" shall be deemed to include Maker and Holder named in the opening paragraph of this Note and their respective successors and assigns, if any. It is expressly understood and agreed that Holder shall never be construed for any purpose as a partner, joint venturer, co-principal, or associate of Maker or of any person or party claiming by, through, or under Maker in the conduct of their respective businesses. This Note may be assigned by the Holder. This Note shall not be assigned by the Maker without the express written consent of the Holder.

This Note is executed and delivered in the Commonwealth of Massachusetts and shall be construed by and enforced in accordance with the laws of the Commonwealth of Massachusetts.

MAKER AND HOLDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE HOLDER EXTENDING CREDIT TO MAKER.

THIS IS A BALLOON NOTE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ _____ TOGETHER WITH ACCRUED INTEREST.

IN WITNESS WHEREOF the Guarantor executes this Balloon Note, under seal effective this ____ day of _____ 20__.

[signatures]

FORM OF PERSONAL GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to _____, hereinafter called "Holder", (which terms herein used shall include any successor or assignee of Holder's interest, including and any security holder thereof) the Holder of that certain Balloon Note made by _____, the "Maker", and dated _____ (the "Note"), to extend credit to the Maker of the Balloon Note, dated _____, in pursuit of buyout of certain Member Units, the undersigned _____, of _____, _____ of _____, and _____ of _____ each a "Guarantor" (singly and collectively referred to as "Guarantor") each hereby WARRANT AND REPRESENT to the Holder that (a) the undersigned had/has a substantial financial interest in the success of the Maker; and (b) the execution and delivery of said Note was duly authorized, and GUARANTEES to Holder, Holder's successors and assigns, for the remaining term of the Note, and for all extension periods, the full and timely performance and observance of all of the covenants, conditions and agreements provided in the Note, to be performed and observed by the Maker. The undersigned expressly agrees that the validity of the Note, and the obligation of the Guarantor hereunder shall in no event be terminated, affected, impaired, or limited by reason of (a) the assertion by Holder against Maker of any of the rights or remedies reserved to Holder pursuant to the Note, or by reason of the waiver by, or the failure of, Holder to enforce any of the terms, covenants or conditions of said Note or the granting of any indulgence or extensions of time to Maker, all of which may be given or done without notice to Guarantor, or (b) by reason of an amendment of said Note. Notices to the undersigned shall be considered delivered, upon receipt or refusal, if mailed to the undersigned by registered or certified mail return receipt requested and addressed to the undersigned at the address stated above or to such other address as the undersigned may designate from time to time by written notice to Holder. The undersigned further agrees that his/her liability under this Guaranty shall be primary and that in any right of action which shall accrue to the Holder under the Note, Holder may, at its option, proceed against the undersigned and the Maker, jointly and severally, or may proceed against the undersigned without having commenced any action against or having obtained any judgment against the Maker. Holder may take any action against Maker or the undersigned at law or in equity without joining the other, and thereafter pursue the other until this Guaranty shall have been satisfied.

IN WITNESS WHEREOF the Guarantor(s) execute(s) this Personal Guaranty under seal effective this ____ day of _____ 20_.

[Signatures of Victor Thomas, Carlos Bryant and Ryan Perilli and witnesses]

[Notary Clause]

**SCHEDULE E
TO
FIRST AMENDED & RESTATED
OPERATING AGREEMENT
OF
JOHN WILLIAMS STREET INVESTMENTS, LLC**

Special Limitations Concerning Disbursements of Net Profits.

Notwithstanding anything to the contrary in this Agreement, the Members agree that, unless otherwise determined in the sole discretion of the Manager, no disbursements of any profit shall be made to by the Company to the Members unless and until the following debts are paid and/or otherwise satisfied in full:

- (a) all debt under any and all debt instruments entered into between the Company and Timothy Schultz; and
- (b) the No-Interest Loan Agreement and Promissory Note for \$25,000.00 of same or near date hereof, between the Company and Ryan Perilli.

In the event of conflict between this Schedule E and the main body of this Agreement, the provisions in this Schedule E shall supersede and control.

Acknowledged and agreed to by:

MANAGER:



Cullen Schultz, Manager

MEMBERS:



Cullen Schultz, Member

Victor Thomas

Victor Thomas, Member

Carlos Bryant

Carlos Bryant, Member

Ryan Perilli

Ryan Perilli, Member



April 9, 2025

Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604

To Whom It May Concern,

Please be advised that we are currently working the team at John Williams Investments LLC regarding their business insurance program. All statutory requirements of the Commonwealth of MA will be adhered to including:

- General/Product Liability \$1MM Occurrence / \$2MM Aggregate
- Hired / Non-Owned Auto Liability \$1MM CSL
- Workers' Compensation \$1MM/\$1MM/\$1MM
- 30 day notice of cancellation will be granted to prevent any lapse in coverage
- Deductible of \$5,000 or less

Once coverage is put in place, we will issue a certificate of insurance naming the CCC as an additional insured and certificate holder. If I can be of further assistance, please do not hesitate to contact me at eric@candsins.com or 508.948.3453.

All the best,

A handwritten signature in black ink that reads 'Eric McLaughlin'.

Eric McLaughlin
Partner & EVP
C&S Insurance

Plan to Obtain Liability Insurance

(pg. 40 of Business Development Plan)

JWSI will 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.

John Williams Street Investments LLC

Business Development Plan

Prepared By: Cullen Schultz, Manager

Prepared: June 16, 2025

Revised: August 1, 2025

Last Revised: August 18, 2025

Table Of Contents

Timetable.....	4
Executive Summary.....	5
Objective.....	5
Mission	5
Solution.....	6
Opportunities Analysis.....	6
Market Overview.....	6
Differentiation.....	7
Community Outreach.....	8
Plan To Remain Compliant With Local Zoning.....	8
Growth Strategy.....	9
Promotion Strategy.....	9
Pricing.....	9
Design and Development Plan.....	10
Standard Operating Procedures.....	10
Quality Control and Testing.....	10
Retail facility Procedures.....	11
Transportation of Marijuana.....	13
Inventory Procedures.....	13
Plan for Obtaining Marijuana or Marijuana Product.....	14
Prevention of Diversion.....	14
Monitoring Adult Use Marijuana Products.....	16
Employee Access Permissions.....	15
Surveillance System Use and Acknowledgement.....	16
Random Employee Search.....	16
Record Keeping Procedures.....	16
Written Operating and Procedures.....	21

Storage of Marijuana.....	23
Age Restricted Access.....	24
Dispensing Procedures.....	25
Diversity Plan.....	28
Security Plan.....	30
Risk Management: Insurance Coverage.....	40
Transportation Plan.....	40
Personnel Policies Including Background Checks.....	43
Financials.....	62
Expense Report.....	62
Pro Forma.....	63

Timetable

Date	Event
04/2024	HCA obtained
03/2025	Community Outreach Meeting
04/2025	Submit Application to Commission
+/- 60 Days After Application Submission	Commission Receives Confirmation from Host Community of Compliance with Zoning Bylaws
+/- 90 Days After Application Submission	Received Provisional Certificate from Commission; Begin Registering Agents
+/- 105 Days After Application Submission	Connect with METRC and Request the Process for Obtaining Administrator Credentials
+/- 120 Days After Application Submission	Receive Special Permit from Municipality
+/- 150 Days After Application Submission	Receive Municipal Building Permit
+/- 160 Days After Application Submission	Submission of Architectural Review to Commission
+/- 175 Days After Application Submission	Approval of Architectural Review by Commission
+/- 180 Days After Application Submission	Begin Facility Build Out/Renovation
+/- 270 Days After Application Submission	Finish Facility Build Out/Renovation
+/- 280 Days After Application Submission	Receive Certificate of Occupancy
+/- 285 Days After Application Submission	Security Monitoring Tested and Facility Evaluated for Compliance with 935 CMR 500.000; Request Post-Provisional License Inspection of Facility
+/- 300 Days After Application Submission	Post-Provisional License Inspection of Facility
+/- 345 Days After Application Submission	Receive Final License from Commission; Begin ensuring appropriate packaging and labeling; registering with the Department of Revenue for tax purposes; and receiving/entering adult-use product into Metrc and complying with all Metrc requirements
+/- 350 Days After Application Submission	Request Post-Final License Inspection
+/- 365 Days After Application Submission	Post-Final License Inspection
+/- 380 Days After Application Submission	Receive Commence Operations Designation from Commission
+/- 384 Days After Application Submission	Begin Sales to Consumers

Executive Summary

Objective

John Williams Street Investments LLC is a Massachusetts based Limited Liability Company (herein referred to as “JWSI” or “John Williams Street Investments LLC”). John Williams Street Investments LLC is a brand entering the legalized cannabis market in Massachusetts as a for profit, adult-use retail facility located at 20 John Williams St, Attleboro MA 02703. John Williams Street Investments LLC will provide top-quality, affordable cannabis products in a safe and legal environment in compliance with Massachusetts General Law and local ordinances applicable to recreational cannabis. An additional retail location or two may be added throughout Massachusetts once the initial location is established.

Mission

Our mission is blending the history of cannabis and its unique cultural influence, with education and wellness. We are creating a true craft cannabis company with product grown, manufactured, and dispensed in house. This will enable John Williams Street Investments LLC to create a distinctive and unparalleled operation. Our retail facility will offer the atmosphere of a coffeeshop in Amsterdam with efficiency and selection of the highest quality modern retail facility. John Williams Street Investments LLC will carry carefully selected premium brands in our retail location. Furthermore, JOHN WILLIAMS STREET INVESTMENTS LLC will serve as a leading example of a top-quality Massachusetts cannabis retailer that fosters mutual respect, responsible use and community. To accomplish this, JOHN WILLIAMS STREET INVESTMENTS LLC is committed to positive engagement through community outreach, educational programs, and contribution to local charitable efforts.

Solution

The key to success will be a combination of:

1. Excellent location for the retail facility
2. State of the Art Facility
3. Establishing a unique customer experience based on cannabis culture, education and wellness.
4. Efficient and Professional Management
6. Elite Inventory and genetics

Opportunities Analysis

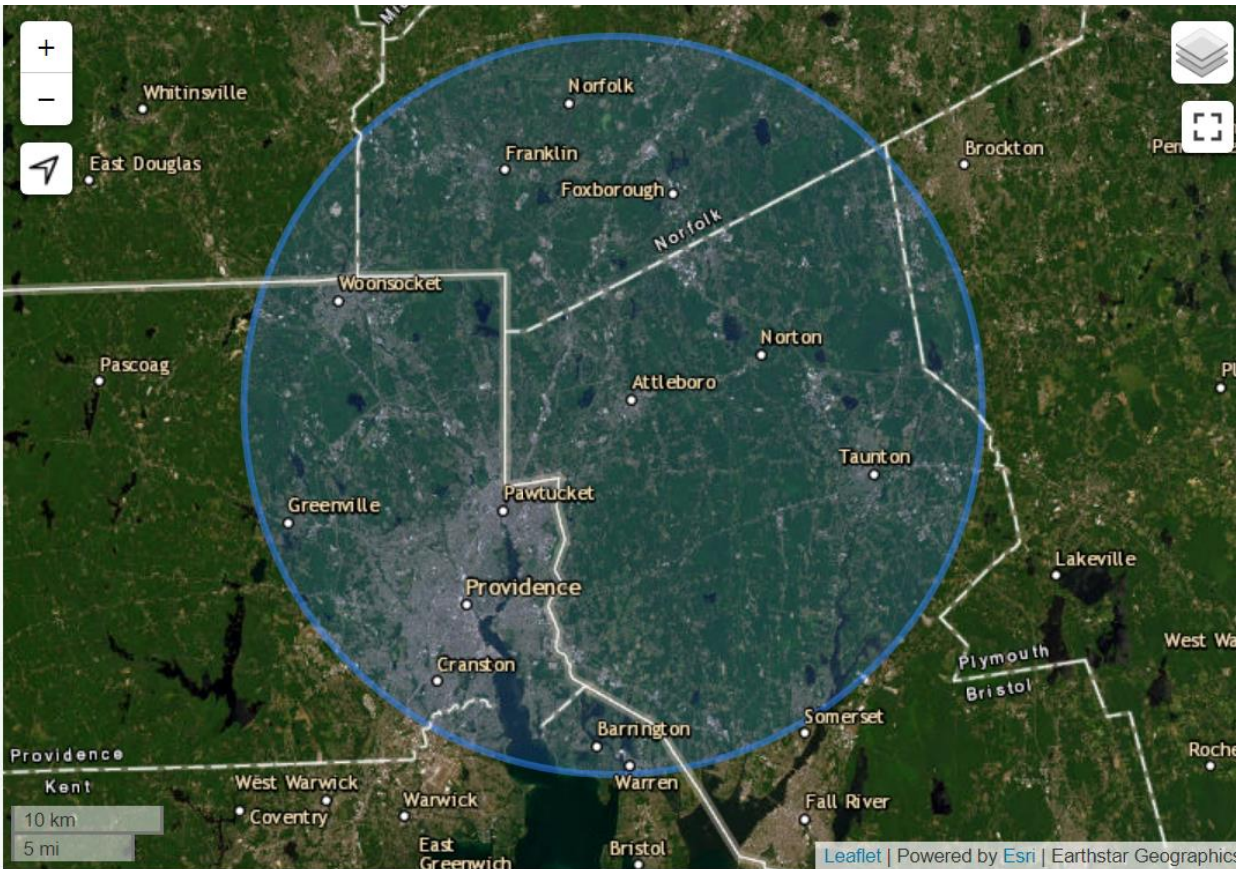
MA Market Overview

Massachusetts set a new record for marijuana purchases in 2023, according to the Cannabis Control Commission (CCC) :

Adult-use Marijuana Establishments in Massachusetts set a new annual gross sales record in 2023, exceeding \$1.56 billion. The yearly total surpassed 2022 gross sales by \$78 million, an increase of more than 5 percent over 2022. This marks the sixth consecutive year of record-setting growth in adult-use cannabis sales in Massachusetts, since the first legal sales of the substance began in 2018.

“This continued growth confirms that Massachusetts’ regulated marijuana industry is still a maturing market,” said Acting Chair Ava Concepcion.

The sales figures are self-reported by retailers and recorded in the state’s mandatory seed-to-sale system. Sales for almost every month in 2023 surpassed sales from the same months in 2022, with December generating more than \$140 million in purchases, according to the press release.



Population

1.051.318

Radius

24147.76 Meters

24.15 Km

15.00 Miles

79225 Feet

Area

1831907049.34 Meters²

1831.907 Km²

19718484633 Feet²

707.30283 Miles²

Currently, within a 15-mile radius of the retail facility location are 1.05 million residents. The City of Attleboro alone has about 50,000 residents. Its proximity to

major highways, and proximity to densely populated areas make the location prime for its convenience, access, and exposure to future customers.

According to the Massachusetts Department of Transportation (MassDOT), I-95 carries approximately 100,000 vehicles per day (AADT) in the area of I-295 in Attleboro, and approximately 80,000 vehicles per day in the area of I-495 in Mansfield.

Community Outreach

John Williams Street Investments LLC will strive to connect with the community and be a positive influence that makes impactful contributions to causes specific to areas disproportionately impacted as determined by the Cannabis Control Commission. We will donate to local causes, support local causes through initiatives such as food drives, and take advantage of educational opportunities. Also see separate detailed JWSI's Positive Impact Plan.

Related Compliance Matters:

1. The Progress or success of this plan will be documented upon renewal of JWSI's Massachusetts CCC License, one year from provisional licensure and each year thereafter in accordance with the applicable regulations.
2. JWSI will adhere to all applicable regulations, including limiting advertising, branding, marketing and sponsorship practices of Marijuana Establishments, in 935 CMR 500.105(4), to that which is permitted in 935 CMR 500.105(4) and refraining from such activities that are prohibited by 935 CMR 500.105(4).
3. JWSI will refrain from any and all taking any action and/or implementing any programs that violate the Commission's regulations concerning the limitations of ownership and/or control and other applicable state laws.

Plan To Remain Compliant With Local Zoning

John Williams Street Investments LLC will remain compliant at all times with the local zoning requirements set forth in throughout the City of Attleboro's Zoning Bylaw, including Marijuana Business Uses in Chapter 17, Section 10.15. In compliance with Attleboro's Recreational Marijuana Zoning Bylaw and Table of Use Regulations – Community Facilities contained therein, John Williams Street Investments LLC's proposed Marijuana Retailer is located in the Commercial Zoning District designated for Marijuana Retailer Establishments. In accordance with the Recreational Marijuana Zoning Bylaw Chapter 17, Section 10.15(G)(3), John Williams Street Investments LLC's proposed Marijuana Retailer Establishment is not located within: one hundred feet of a principal residential use; five hundred feet of a pre-existing public or private school providing education in kindergarten or any of grades pre-k through 12, daycare center, family day care home, group day care home, public park, playground, or other facility in which children commonly congregate. As required by the Recreational Marijuana Zoning Bylaw, John Williams Street Investments LLC has applied for a Special Permit from the Zoning Board. John Williams Street Investments has had a pre-hearing meeting with the Planner, Police Chief, and Building Inspector, and discussed the proposal in detail at that meeting. John Williams Street Investments LLC will apply for any other local permits required to operate a Marijuana Retailer at the proposed location. John Williams Street Investments LLC will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at John Williams Street Investments LLC's proposed location at 20 John Williams St., Attleboro, MA. John Williams Street Investments LLC has an executed Host Community Agreement with the City of Attleboro. John Williams Street Investments LLC will continue to work cooperatively with various municipal departments, boards, and officials to ensure that John Williams Street Investments LLC's Marijuana Retailer remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Growth Strategy

A phased plan to grow operations to expand with additional retail locations to be added in the future.

Licensing will be acquired for the initial retail store at 20 John Williams St., Attleboro, Massachusetts. The retail store will open first and may be followed by pursuit of additional types of Marijuana Establishment licenses at a later time.

Promotional Strategy

Marketing presents certain challenges as CCC regulation does not allow the promotion of cannabis or traditional advertising. Facebook, Twitter, and Instagram being a gray area makes it unreliable as a sole and regular outlet for news and promotion. We will use every available avenue of marketing including integrating email, billboard, newsletter, cannabis-based platforms such as Weedmaps, Leafly, and other means, always in compliance with the applicable laws and ordinances.

Pricing

John Williams Street Investments LLC will strive to be competitive in pricing with other dispensaries in the surrounding area, and general market trend. Ideally, prices will be lower but not at the sacrifice of quality.

Design & Development Plan

20 John Williams St in Attleboro has space for retail. Attached in architectural plans will show the meticulously laid out floor plan and surrounding site plan for optimal traffic flow and operations.

Standard Operating Procedures

Quality Control & Testing

John Williams Street Investments LLC will comply with the following sanitary requirements:

1. Any of John Williams Street Investments LLC's agents whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000. Any of John Williams Street Investments LLC's agents working in direct contact with preparation of marijuana or non-edible marijuana products will conform to sanitary practices while on duty, including:

- a. Maintaining adequate personal cleanliness; and

b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

3. John Williams Street Investments LLC's hand-washing and/or sanitation facilities will be adequate and convenient and will be furnished with running water at a suitable temperature or hand sanitation fluids. Handwashing facilities will be located in John Williams Street Investments LLC production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;

4. John Williams Street Investments LLC's retail facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;

5. John Williams Street Investments LLC will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);

6. John Williams Street Investments LLC's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;

7. John Williams Street Investments LLC's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;

8. John Williams Street Investments LLC's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;

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

10. John Williams Street Investments LLC will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;

11. John Williams Street Investments LLC will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; Testing John Williams Street Investments LLC will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise

marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

12. Ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area. 935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)

13. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. 935 CMR 500.105(3)

14. Water supply shall be sufficient for necessary operations. 935 CMR 500.105(3)

15. 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)

16. 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)

17. JWSI 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)

Dispensing Procedures

Proper dispensing depends on properly trained employees and an Internal Inventory Tracking System (IITS) capable of tracking inventory from delivery to dispensing. Suspicious recommendations, unusual usage, or questionable disposition will be monitored. Employees will not dispense expired, damaged, deteriorated, misbranded, adulterated, or opened marijuana products and will receive continuing education via the Responsible Vendor Training program.

As product arrives, it is inspected and verified. A delivery can be rejected by the Designated Representative (DR) who will sign the Transport Log in the “rejected” portion of the form, signing, and dating it. Once a delivery is verified and accepted, the Designated Representative (DR) will be responsible for adding the shipment to the point of sale

software (Dutchie or Biotrack) and placing the shipment in the storage vault, respecting FIFO protocols.

The point of sale system hardware consists of iPads/tablets, label printers, scanners, and scales; POS systems combine this hardware into an integrated unit. If any information is not inputted into the IITS, marijuana will not be dispensed and DR will be alerted. The system will efficiently track every product within the retail facility, both in active form and in back stock, as purchase orders and sales, as well as marijuana waste or recalled products scheduled for return to grower/processors.

If applicable, an employee will use a scanner to authenticate the ID and retrieve applicable data, confirm that the names/ID matches the names/ID in the system, confirm compliance with supply rules, use the IITS to confirm that the recommendation completely satisfies criteria, create a unique serial number for each recommendation, and update the customer record. As a redundancy for the IITS label system, each employee will have access to a checklist bearing the label/receipt requirements and perform regularly scheduled audits/reviews.

Product labels will be checked for all necessary information by the DR upon receipt from the grower or processor and by an employee upon dispensing. Retail labels will supplement existing labeling by grower/processors, and must include:

- Container Type (e.g. Opaque child-proof bottle)
- Responsible Employee/Date” (EE No. 04/07.30.2021) 27
- Cultivator Name, License No. (e.g. Cannabis Cultivation BOP Cult. Lic. No. 003).
- Harvest Date (e.g. 05/14/2021)
- Processor Name and License No. (e.g. Precision Extraction BOP Proc. Lic. No. 010).
- Manufacture/Package Date (e.g. 07/07/2021)
- Extraction Process and Solvent/Gas/Compound Used (e.g. None in the case of flower; Distillation or CO2 process in the case of vape pen or capsule).
- Retailer Name and License No. (e.g. ABS Co. BOP Disp. Lic. No. 007)
- Product (e.g. OG Kush; Vape Pen; Chocolate; CBD Tincture; Cold-Pressed Coffee, etc.)
- Ingredients/Allergens
- Quantity (e.g. 30 grams flower)
- Dispense date (07/30/2021)

- Number of Doses of THC/CBD in the package (variable for edibles, flower, patch, etc.)
- The cannabinoid profile, concentration levels, and terpenoid profile as determined by the testing laboratory.
- A Warning label

Daily active inventory counts are conducted via closing SOPs. Active inventory will be counted and compared to records in the point of sale system. Inventory reconciliations is conducted under DR supervision/authorization. Back stock inventory counts are conducted weekly, reports generated reflecting accurate digital/physical amounts of each marijuana product within the facility. Funds are managed by employees trained to receive, deliver, count, sort, document, and securely store cash, checks, and other methods of payment through recorded multilevel auditing and secure accounting procedures. Funds used for marijuana products are linked to specific items, lots, and batches within IITS.

Additional Dispensing Compliance Matters:

1. JWSI will utilize only point of sale systems approved by the Commission, and in consultation with Department of Revenue. 935 CMR 500.140(6)
2. JWSI will NOT use software or other methods to manipulate or alter sales data. 935 CMR 500.140(6)
3. JWSI will conduct monthly analysis of equipment to confirm that no software has been installed that could be utilized to manipulate or alter sales data. 935 CMR 500.140(6)
4. In the event JWSI discovers that software or other methods have been installed for the purpose of manipulating or altering sales date or other methods have been used to manipulate or alter sales data, JWSI will immediately report this to the Commission and cooperate in investigation and take action as directed by the Commission. 935 CMR 500.140(6)

Transportation of Marijuana

John Williams Street Investments LLC will not be transporting marijuana or marijuana products from this retail facility. Any and all marijuana or marijuana products will be

transported to John Williams Street Investments LLC by licensed cultivation operators who will use licensed transportation companies.

Inventory Procedures

Record keeping of inventory, revenue, expenses, cash and other account payables and account receivables records will incorporate with a Seed-to-Sale tracking system such as Dutchie or LeafLogix. The to-be-established Seed-to-Sale system is incorporated into John Williams Street Investments LLC's accounting management system. All electronic data management systems will be verified as qualified systems by the Massachusetts Cannabis Control Commission.

A will be carried out to provide accuracy in inventory management, revenue, expense, capitalized expenses of equipment and Property depreciation and amortization. Each annual audit will be performed John Williams Street Investments LLC's management team and verified by a CPA. Protocol shall include the following:

- Maintenance of real-time inventory (Metrc) for all marijuana stored under the licensed premises. 935 CMR 500.105(8)
 - Conduct a comprehensive annual inventory. 935 CMR 500.105(8)
 - Promptly transcribe inventories if taken by use of an oral recording device. 935 CMR 500.105(8)
- Establish inventory controls and procedures for inventory reviews. 935 CMR 500.105(8)
 - Conduct a monthly inventory of marijuana. 935 CMR 500.105(8)
 - Minimum inventory record requirements shall include, the date, a summary of findings, and the names, signatures, and titles of the individuals who conducted the inventory. 935 CMR 500.105(8)
- An establishment shall tag and track all marijuana seeds, clones, plants, and marijuana products, using Metrc. 935 CMR 500.105(8)
- No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory. 935 CMR 500.105(8)

Plan for Obtaining Marijuana or Marijuana Product

John Williams Street Investments LLC will secure product from various licensed marijuana cultivation operators and licensed manufacturing operators in Massachusetts, in accordance with 935 CMR 500.101(1).

Prevention of Diversion

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of John Williams Street Investments LLC involved in the handling and sale of marijuana must successfully complete the Responsible Vendor Training Program after July 1, 2019 or when available in accordance with 935 CMR 500.105(2). New employees involved in the handling and sale of marijuana must complete this program within ninety (90) days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. All marijuana establishment agents will complete a Responsible Vendor Training Program within 90 days of being hired pursuant to 935 CMR 500.105(2), as required. Responsible Vendor Training Program documentation must be retained for four (4) years. 935 CMR 500.105(2).

John Williams Street Investments LLC will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). John Williams Street Investments LLC will supplement any Commission approved Responsible Vendor Training to ensure that it shall include: the science of cannabis, the entourage effect, terpenes effects, counter-act safety, proper dosing recommendations, discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including key state and local law.

Monitoring Adult Use Marijuana Products

John Williams Street Investments LLC has a defined standard process in place to monitor adult use marijuana and products – Dutchie and a double-check manual process that includes:

- Auditing purchase invoices against adult use marijuana products ordered with receipt into inventory.
- Tracking all adult use marijuana product purchases to final sale.
- Tracking movement of adult use marijuana and products throughout the retail facility as detailed above - and the Commonwealth
- Inventorying, at least monthly, all adult use marijuana and products within the vault and cages.

- Inventorying adult use marijuana and products storage areas at each shift change.
- Reviewing reports, at least monthly, by all Managers.
- Comparing activity with adult use marijuana and product administrative records.
- Comparing adult use marijuana product activity with peer organizations with similar staffing responsibilities.
- Comparing transaction activity (e.g. inventory abnormalities, cancellations, returns, and waste) to peers.

How finished products move through the facility is a key focus of John Williams Street Investments LLC to help prevent diversion. All movements will be under constant video surveillance and two employees are required to move inventory from a storage area to the sales or packaging area for packaging and distribution. All movements will occur in high security mesh rolling cages that the transporting employees will not have the key to open. Only the Inventory Manager will have the key to open the locked cage. Employees must not be the same which moved the inventory into storage. All product transfers require two employees to perform the transfer and confirm the transfer details in the point of sale or inventory management system. The Inventory Manager is required to regularly review all inventory transactions. 10 Adult use marijuana and product discrepancies will be resolved upon discovery no later than the end of shift. Discrepancies which cannot be resolved are reviewed by the John Williams Street Investments LLC executive team. The executive team will investigate the potential diversion and notice the CCC as required. All personnel actions (e.g. suspensions, terminations, and resignations) are communicated to the retail sales director immediately so access to adult use marijuana and products can be removed.

Employee Access Permissions

Employees will be required to adhere to strict SOP's when entering and exiting different segments of the retail facility. General public, limited access, and restricted access levels of secure entry will be established within the facility and marked with clear signage. LAAs and RAAs prevent unlawful diversion and theft by preventing access by unauthorized individuals and limiting which employees are granted access permission in specific, monitored production areas of the retail facility for durations necessary to complete assigned job duties.

ALL rooms within the retail facility will have electronic security doors which will only grant access to retail facility staff that have responsibilities in that room, during the allotted time designated for that task. If staff members have no tasks or responsibilities assigned to

them in a room, the security badge will not grant access to the employee. Staff must pass through electronic doors one at a time, closing and locking the door after them, so that the next person must use their own ID badge to access the door and log entry. Employees are not permitted to use their badge to unlock doors for others. If an employee does not use their own ID badge to access the door, there will be a discrepancy in the logs and security officers will be notified.

Employees will be trained to never share or give another person keys, key codes, employee IDs or other access tools to improperly access any Limited Access Areas. The Retail Manager will investigate and formally discipline any employee found to be in violation of this policy.

Surveillance System Use & Acknowledgment

To monitor Employee activity and prevent unlawful diversion by Employees, security cameras will be strategically placed in conspicuous areas that identify specific operational procedures.

Common areas of employee theft in a retail facility are dispensing areas, product information rooms, equipment areas, break rooms, storage areas, and points of shipping and receiving. Video surveillance, which will include these areas, will detail all employee activity, with time stamp verification. Employees will acknowledge, as a condition of employment, that they will be constantly monitored by video and audio surveillance and other security systems deemed necessary to protect the security of all company-owned facilities.

Random Employee Search Policy

Employees will be subject to random searches at any time, while on company property. Searches may include personal belongings, employee lockers, personal or company owned vehicles. Employees will be requested to refrain from bringing purses and/or backpacks into the facility. If they do bring a purse or backpack, it must be stored in the employee locker for the duration of the work shift and be subject to search upon exiting the facility.

Record Keeping Procedures

Physical and Virtual Records Overview

John Williams Street Investments LLC has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of John

Williams Street Investments LLC documents. Physical records will be stored at John Williams Street Investments LLC in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request. Also, electronic copies of records will be stored in the Office 365 secured cloud storage.

Recordkeeping

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

• Corporate Records

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

- Insurance Coverage
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy

- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration

- Local Compliance:

- Certificate of Occupancy
- Special Permits
- Variances
- Site Plan Approvals
- As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings
 - Business Records

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

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

- Staffing Records

o Staffing records include:

- Job descriptions.
- Registered agents and subsequent info:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;

- Documentation of all required training.
- Documentation of periodic performance evaluations.
- A record of any disciplinary action taken.
- Responsible vendor training results.

- A staffing plan that will demonstrate accessible business hours and safe operating conditions;

- Personnel policies and procedures; and

- All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).

- **Inventory Records**

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

- **Sales Records for Marijuana Retailer**

- o John Williams Street Investments LLC will maintain records that it has performed a monthly analysis of the equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.

- **Incident Reporting Records**

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

- o All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by John Williams Street Investments LLC for no less than one year or the duration of an open investigation, whichever is longer, and made available

to the Commission and law enforcement authorities within John Williams Street Investments LLC jurisdiction on request.

- **Visitor Records**

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

- **Waste Disposal Records**

- o When marijuana or marijuana products are disposed of, John Williams Street Investments LLC will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two John Williams Street Investments LLC agents present during the disposal or other handling, with their signatures. John Williams Street Investments LLC will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- **Security Records**

- o A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request. o Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission 20 on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer. o Recordings shall not be destroyed or altered and shall be retained as long as necessary if John Williams Street Investments LLC is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

- **Agent Training Records**

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

- **Responsible Vendor Training**

- o John Williams Street Investments LLC shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by

the Commission and any other applicable licensing authority on request during normal business hours.

- **Closure**

- o In the event John Williams Street Investments LLC closes, all records will be kept for at least two (2) years at John Williams Street Investments LLC expense in a form (electronic via Office 365's SharePoint platform, hard copies, etc.) and location acceptable to the Commission. In addition, John Williams Street Investments LLC will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

- **Written Operating Policies and Procedures**

- o Policies and Procedures related to John Williams Street Investments LLC operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of John Williams Street Investments LLC hours of operation and after-hours contact information, which will be provided to the Commission, made available to 21 law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- Price list for Marijuana and Marijuana Products, as required;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;

- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any retail facility agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to John Williams Street Investments LLC operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of John Williams Street Investments LLC, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on John Williams Street Investments LLC website.
- Policies and procedures for the handling of cash on John Williams Street Investments LLC premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

- **License Renewal Records**

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

- **Record-Retention**

John Williams Street Investments LLC will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

Storage of Marijuana

STORAGE VAULTS

All marijuana & marijuana infused products will be kept in one of 2 secured vaults:

Bulk Vault

This will be the vault that all product including packaged product remains before going to the retail facility sales floor or after hours for storage. The vault is under 24-hour camera security surveillance and access will be limited to authorized personnel through our access control system. The vault is made out of reinforced cement. The temperature of the vault will remain between 68 degrees - 72 degrees, with humidity no greater than 50%. There will be a display on outside of vault that will show both numbers. If either

temperature is outside of the range, a service technician will need to be immediately called for emergency service.

Any light bulb that is not working must be immediately changed to ensure proper lighting.

The vault will have a separate locked area inside itself for outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed.

The vault is to be thoroughly cleaned and sanitized every week by a 2-person team, with at least one person being an authorized manager.

Retail Vault

This will be the vault that all packaged product remains before going to the retail facility sales floor or after hours for storage. The vault is under 24-hour camera security surveillance and access will be limited to authorized personnel through our access control system.

The temperature of the vault will remain between 68 degrees - 72 degrees with humidity no greater than 50%. There will be a display on outside of vault that will show both numbers. If either temperature is outside of the range, a service technician will need to be immediately called for emergency service.

Any light bulb that is not working must be immediately changed to ensure proper lighting.

The vault will have a separate locked area inside itself for outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed. The vault is to be thoroughly cleaned and sanitized every week by a 2-person team, with at least one person being an authorized manager.

Age Restricted Access

Restricting Access to age 21 and older:

- 1.1. All employees and registered agents must be 21 years of age or older.
- 1.2. All visitors must be 21 years of age or older.
- 1.3. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), NO person may enter our premises without first producing a valid, state or federal, photo ID.
- 1.4. Valid ID must be presented to the Duty Manager prior to entering the facility, and at the Point of Sale for data-entry purposes.

1.5. No person under 21 years of age may enter the premises. There are NO exceptions to this rule.

1.6. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.

1.7. All cannabis waste will be rendered unusable and safely disposed of as outlined in Cannabis Waste Disposal Procedures, above.

1.8. All access to cannabis products will be strictly controlled and monitored as outlined in Prevention of Diversion, above.

Dispensing Procedures

Proper dispensing depends on properly trained employees and an Internal Inventory Tracking System (IITS) capable of tracking inventory from delivery to dispensing. Suspicious recommendations, unusual usage, or questionable disposition will be monitored. Employees will not dispense expired, damaged, deteriorated, misbranded, adulterated, or opened marijuana products and will receive continuing education via the Responsible Vendor Training program.

As product arrives, it is inspected and verified. A delivery can be rejected by the Designated Representative (DR) who will sign the Transport Log in the “rejected” portion of the form, signing, and dating it. Once a delivery is verified and accepted, the Designated Representative (DR) will be responsible for adding the shipment to the point of sale software (Dutchie/Biotrack) and placing the shipment in the storage vault, respecting FIFO protocols.

The point of sale system hardware consists of iPads/tablets, label printers, scanners, and scales; POS systems combine this hardware into an integrated unit. If any information is not inputted into the IITS, marijuana will not be dispensed and DR will be alerted. The system will efficiently track every product within the retail facility, both in active form and in back stock, as purchase orders and sales, as well as marijuana waste or recalled products scheduled for return to grower/processors.

An employee will use a scanner to authenticate the ID and retrieve registry data, confirm that the names/ID matches the names/ID in the system, confirm compliance with supply rules, use the IITS to confirm that the recommendation completely satisfies criteria, create a unique serial number for each recommendation, and update the customer record. As a redundancy for the IITS

label system, each employee will have access to a checklist bearing the label/receipt requirements and perform regularly scheduled audits/reviews.

Product labels will be checked for all necessary information by the DR upon receipt from the grower or processor and by an employee upon dispensing. Retail facility labels will supplement existing labeling by grower/processors, and must include:

- Container Type (e.g. Opaque child-proof bottle)
- Responsible Employee/Date” (EE No. 04/07.30.2021)
- Cultivator Name, License No. (e.g. Cannabis Cultivation BOP Cult. Lic. No. 003).
- Harvest Date (e.g. 05/14/2021)
- Processor Name and License No. (e.g. Precision Extraction BOP Proc. Lic. No. 010).
- Manufacture/Package Date (e.g. 07/07/2021)
- Extraction Process and Solvent/Gas/Compound Used (e.g. None in the case of flower; Distillation or CO2 process in the case of vape pen or capsule).
- Retail facility Name and License No. (e.g. ABS Co. BOP Disp. Lic. No. 007)
- Product (e.g. OG Kush; Vape Pen; Chocolate; CBD Tincture; Cold-Pressed Coffee, etc.)
- Ingredients/Allergens
- Quantity (e.g. 30 grams flower)
- Dispense date (07/30/2021)
- Number of Doses of THC/CBD in the package (variable for edibles, flower, patch, etc.)
- The cannabinoid profile, concentration levels, and terpenoid profile as determined by the testing laboratory.
- A Warning label

Daily active inventory counts are conducted via closing SOPs. Active inventory will be counted and compared to records in the point of sale system. Inventory reconciliations are conducted under DR supervision/authorization. Back stock inventory counts are conducted weekly, reports generated reflecting accurate digital/physical amounts of each marijuana product within the facility. Funds are managed by employees trained to receive, deliver, count, sort, document, and securely store cash, checks, and other methods of payment through recorded multilevel auditing and secure accounting procedures. Funds used for marijuana products are linked to specific items, lots, and batches within IITS.

- For retail, JWSI shall not sell more than one ounce of marijuana, or five grams of marijuana concentrate to a consumer per transaction. 935 CMR 500.140(4)
- For retail, JWSI shall refuse to sell marijuana to any consumer who is unable to produce valid proof of identification. 935 CMR 500.140(5)
- For retail, JWSI may refuse to sell marijuana products to a consumer if the establishment or agent believes the consumer or public would be placed at risk. 935 CMR 500.140(5)
- For retail, JWSI is prohibited from selling marijuana products containing nicotine. 935 CMR 500.140(5)
- For retail, JWSI is prohibited from selling marijuana products containing alcohol. 935 CMR 500.140(5)
- For retail, JWSI shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales. 935 CMR 500.140(6)
- Educational materials about marijuana products shall be made available and kept in adequate supply for consumers. 935 CMR 500.140(8)
- Educational materials must be available in commonly spoken languages designated by the Commission, which will include, but not be limited to appropriate materials for the visually- and hearing-impaired. 935 CMR 500.140(8)
- The educational material must include at least the following:
 - A warning that marijuana has not been analyzed or approved by the FDA, limited information on side effects, that there may be health risks, and that it should be kept away from children;
 - A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
 - Information to assist in the selection of marijuana;
 - Materials offered to consumers to enable them to track the strains used and their associated effects;
 - Information describing proper dosage;

- A discussion of tolerance, dependence, and withdrawal;
- Facts regarding substance use disorder signs and symptoms, as well as referral information for substance use disorder treatment programs, and the telephone number for the Massachusetts Substance Use Helpline;
- A statement that consumers may not sell marijuana to any other individual;
- Information regarding penalties for possession or distribution. 935 CMR 500.140(8)
- JWSI shall only utilize a point-of-sale system approved by the Commission, in consultation with the DOR. 935 CMR 500.140(6)
- JWSI is prohibited from utilizing software or other methods to manipulate or alter sales data. 935 CMR 500.140(6)
- JWSI shall conduct a monthly analysis of equipment determine that no software has been installed that could be utilized to manipulate or alter sales data. 935 CMR 500.140(6)
- If JWSI determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, it must: immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission. 935 CMR 500.140(6)

Diversity Plan

JWSI is an equal employment opportunity business and makes every effort to select, train, compensate and terminate without discrimination, and instead based on employment qualifications and performance as well as business needs. Employment decisions are made without regard to religion, race, color, sex, national origin, age, sexual orientation, marital status, citizenship status, veteran status or disability. JWSI complies with all federal, state and local laws and ordinances concerning equal employment opportunities.

John Williams Street Investments LLC has set a goal to employ qualified people of color (for example, Black, African American, Latinx, and Indigenous people), women, Veterans, persons with disabilities, LGBTQ+ people minority and ensure these groups are not excluded. The company will do so by conducting various outreach, career preparation and hiring activities in the

City of Fall River and other communities of Diverse Population, as defined below, in compliance with 935 CMR 500.105(4).

JWSI acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of JWSI’s business. Any actions taken, or programs instituted, by JWSI will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Diversity Goals: John Williams Street Investments LLC is committed to act in pursuit of the following goals:

Goal #1: Hiring:

John Williams Street Investments LLC has set a goal to provide job opportunities and/or hire a minimum of 12.5% of qualified employees of diverse populations, specifically, 2.5% people of color ; 2.5% women; 2.5% veterans; 2.5% persons with disabilities; and/or 2.5% LGBTQ+ people (**“Diverse Population”**).

The Manager of John Williams Street Investments LLC and/or its Human Resources personnel shall be responsible for pursuing and achieving Diversity Goals.

John Williams Street Investments LLC further pledges to ensure its field of hiring candidates is as diverse as possible under CCC regulations by conducting activities aimed at outreach, career development and hiring in the local community. **Also see separate JWSI’s Positive Impact Plan.**

Goal #2: Contracting:

JWSI will contract with businesses owned or operated by members of Diverse Populations, for purchasing wholesale marijuana products and for operational and maintenance services of the JWSI facility, including, 20% of contracts with businesses that are majority-owned and controlled by members of Diverse Population (referred to as “Diverse Businesses”).

Program:

- John Williams Street Investments LLC will host, at a minimum, two career events per year in the City of Fall River and/or in areas of Diverse Population, for the purposes of workforce outreach, career development and hiring. An online component via Zoom or similar application will be incorporated to account for any restrictions on public gatherings.
- JWSI will advertise two weeks in advance of said event in the local newspaper, such as the Fall River Herald News, postings on social media, and physical flyers all in compliance with marketing

regulations at 935 CMR 500.105(4). Said outreach efforts will explicitly include the company's goal to encourage minorities, veterans, the disabled and women. All advertisements for employment will specifically state that the jobs are for individuals 21 years of age or older.

- John Williams Street Investments LLC will post monthly advertisements in local newspapers, such as the Fall River Herald News, The Sun Chronicle, stating that we are specifically looking to hire Massachusetts residents who are members of the Diverse Population. All advertisements for employment will specifically state that the jobs are for individuals 21 years of age or older. The job openings will only be marketed to individuals over the age of 21.

- John Williams Street Investments LLC will gather, compile and share demographic data, and analyze and consider any patterns or trends in the data.

- John Williams Street Investments LLC will increase staff awareness of the importance of inclusion and diversity with newsletters, posters and/or discussions with staff.

- Analysis of employee exit surveys will be done to develop recommendations and plans to improve retention of quality staff.

- Share employment data and analysis and work with management to create and implement plan to further diversity.

- JWSI will utilize the Massachusetts Supplier Diversity Office and other available resources, including the CCC's public documents, to find and prioritize the engagement of qualified contractors, vendors and wholesale suppliers that are Diverse Businesses (defined above).

Metric:

JOHN WILLIAMS STREET INVESTMENTS LLC will annually provide a timeline narrative of its hiring activities and statistics over the trailing 12 months. This Narrative will include the following information by quarter:

- JWSI will document the number of employment opportunities posted in the local newspapers, such as Fall River Herald News.
- Approximate number of employees working during this period, and of this number:
 - Number of employees who are people of color, particularly Black, African American, Latinx and Indigenous people;
 - Number of employees who are Veterans.
 - Number of employees who are Persons with disabilities.
 - Number of employees who are Women.
 - Number of employees who are LGBTQ+ people.

- JWSI will document the number of contractors, vendors and suppliers that are Diverse Businesses, that JWSI contacts for products and services and the number of Diverse Businesses that JWSI engages for products and services, and determine if the percentage goals for contracts with Diverse Businesses is achieved.
- Summaries of hiring & outreach events held complete with publicity efforts, marketing materials and attendance statistics broken down as above.
- Total number of applicants vs. total number of applicants declaring or representing themselves belonging to diverse populations.
- JOHN WILLIAMS STREET INVESTMENTS LLC will report annually on challenges, obstacles or any other issues it identifies that impede the company's stated goals.

JOHN WILLIAMS STREET INVESTMENTS LLC will assess the demographics of its employees to determine whether it is meeting its goals of diversity. JOHN WILLIAMS STREET INVESTMENTS LLC will annually analyze the staffing statistics and based that analysis, determine next steps to either maintain or achieve the goals of diversity. JOHN WILLIAMS STREET INVESTMENTS LLC will assess and review its progress as required by the Cannabis Control Commission. JOHN WILLIAMS STREET INVESTMENTS LLC will make best efforts to demonstrate to the Commission the success of this diversity program.

Security Plan

The John Williams Street Investments LLC Security Summary details extensive security provisions in compliance with those published in MA 935 CMR 500 through a local security company, American Alarm and Communications ("AAC") out of Auburn, MA. AAC routinely performs security installation and monitoring for various companies. This company has been working with John Williams Street Investments LLC for months, detailing all parameters of the security system that exceeds CCC requirements.

Security measures and procedures at the John Williams Street Investments LLC facility include:

- Security of all entrances to prevent unauthorized access. 935 CMR 500.110(1).
- Keeping all security equipment in good working order. 935 CMR 500(1).
- Prohibiting keys from being left in a location accessible to unauthorized personnel. 935 CMR 500(1).
- Ensuring the outside of the establishment is sufficiently lit. 935 CMR 500(1).
- Ensuring all marijuana is kept out of plain sight. 935 CMR 500.110(1).

- Developing emergency policy and procedures for securing all product following the loss of marijuana. 935 CMR 500.110(1).
 - Sharing the establishment's security plan with local law enforcement, including the addition of plans to deliver directly to Consumers in the case of a Marijuana Retailer or Marijuana Establishment with a Delivery Endorsement. 935 CMR 500.110(1).
 - All limited access areas shall be clearly described by the filing of a diagram. 935 CMR 500.110(4).
 - Employees shall always visibly display an employee identification badge. 935 CMR 500.110(4).
 - All Establishments must obtain a security system audit on an annual basis. The report must be submitted to the Commission within 30 days of the audit. 935 CRM 500.110(8).
 - The establishment shall have perimeter alarms. 935 CRM 500.110(5).
 - The establishment shall have a failure notification system that alerts employees within five minutes of failure. 935 CRM 500.110(5).
 - Video camera system shall be able to produce a clear, color still photo. 935 CMR 500.110(5).
 - The establishment shall have a back-up alarm system. 935 CMR 500.110(5).
 - All security equipment shall be in good working order and shall be inspected at least every 30 days. 935 CMR 500.110(5).
 - All trees, bushes, and other foliage outside the establishment shall be maintained to prevent persons from concealing themselves from sight. 935 CMR 500.110(7).
 - Use of an armored transport provider that is licensed pursuant to M.G.L. c. 147, § 25. 935 935 CMR 500.110(7).
 - Transportation of cash shall be conducted in an unmarked vehicle if approved for an alternative security measure. 935 CMR 500.110(7).
 - Vehicle used to transport cash shall be staffed with a minimum of two agents if approved for an alternative security measure. 935 CMR 500.110(7).
 - Vehicle used to transport cash shall be equipped with GPS tracking if approved for an alternative security measure. 935 CMR 500.110(7).
 - Vehicle used to transport cash shall have two-way communications with Marijuana Establishment if approved for an alternative security measure. 935 CMR 500.110(7).
 - Prohibiting the transportation of Marijuana or Marijuana products at the same time that cash is being transported for deposit to a financial institution or DOR facility if approved for an alternative security measure. 935 CMR 500.110(7).
 - Approval of the alternative safeguard by the financial institution or DOR facility if approved for an alternative security measure. 935 CMR 500.110(7).
- CCC regulatory compliance with the regulatory agency regulations for applicable sections

- Measures to aid the development of strong partnerships with local law enforcement agencies and the local fire department.
- Staff identification measures
- Employee security training
- Employee personal security
- Limited access areas
- Visitors to the facility
- Security/surveillance room
- Reporting requirements
- Access control plan
- Information technology security measures
- Product security
- Facility security systems
- Procedures for maintaining confidentiality as required by law

The security system will be periodically audited and will be supported by a commercial uninterruptible power supply capable of providing power for a 48-hour power outage. An accurate security site plan will be maintained and plans for annual security system auditing are limited access areas will be accessible only to specifically authorized employees. All finished adult use cannabis and adult use cannabis products will be stored in a secure, locked safe or vault and in such a manner as to prevent diversion, theft and loss. A complete vaulting system will be used in limited access areas and under constant surveillance.

Communication with Law Enforcement/Fire Department

The John Williams Street Investments LLC executive team will maintain a list of non-emergency police department contacts for the facility and will maintain regular communication advising of any changes in security procedures. John Williams Street Investments LLC will develop a strong partnerships and regular communication with the local law enforcement agencies. The executive team will engage these agencies to support the John Williams Street Investments LLC security mission through collaborative training and exercises, preventive patrols, rapid response to incidents and proactive meetings. The John Williams Street Investments LLC Security Director will be responsible for implementation. The local Fire department will be provided with a list of all

equipment and chemicals utilized within the facility as well as the number of employees typically on site.

Staff Identification Measures

The security access control system will control all traffic entering and exiting the limited access areas through the retail facility. The software provides:

- Web Manager database
- Access control cloud-based
- Rechargeable keys

Access cards/fobs are programmable to match an employee's level of access that tracks all users allowing for identity management. All staff who will have site access must have a copy of 30 an approved government photo identification card scanned into the Access Control security system. These principals/employees will be issued a photo identification card aka registered agent car by the CCC. This ID card must be worn at all times while present in the facility.

Security Training

Each employee/principal will complete the 2-hour training course developed by the JOHN WILLIAMS STREET INVESTMENTS LLC Security Director by executing the Employee Handbook prior to beginning operations or employment. John Williams Street Investments LLC will retain the attendance records of the CCC training for all its principals/employees and will make the records available for inspection by the CCC. Security training will be an integral component of our new-hire training program, as well as an ongoing standard. An orientation program for all John Williams Street Investments LLC management and staff by the Security Director includes:

- o Education regarding compliance
- o Point of Sale product tracking system
- o Proper handling of adult use marijuana products
- o Proper record keeping
- o Preventing and detecting the diversion of adult use marijuana products
- o Roles and area access policy
- o Best practice security procedures
- o Disciplinary actions in the case of non-compliance
- o Strict policies and procedures addressing:

- o Access control cards/fobs
- o Camera surveillance
- o Alarm System and panic button locations
- o Suspected potential security threats
- o Medical emergencies
- o Fire
- o Chemical spills
- o Armed robbery/burglary/larceny/other criminal incidents 31
- o Cyber-crime

Employee Personal Security

John Williams Street Investments LLC employees must actively protect themselves and fellow employees through awareness, prevention, incident management and reporting. Ongoing training, information-sharing and response coordination protocols help accomplish this goal. The security site plan will be implemented using Risk Based Performance Standards (RBPS) they include:

- o An effective Restricted Area Perimeter
- o Site-specific design features to control access
- o Critical asset determination, location and protection
- o Concepts of control, deter, detect and delay within the site plan

Access will be based on predetermination of all egress points. The facility will be divided into access-based zones to ensure fully controlled access points.

Limited Access Area

Only authorized employees may access limited access areas (areas where cannabis is packaged, stored, etc.). The retail facility manager is responsible for assigning and recording access rights under the Access Control System. Access cards/fobs are programmable to match an employee's level of access. The system tracks access by all users allowing for identity management. Access cards/fobs can be easily deactivated locally or remotely if necessary. Routine key entry and or exit will be eliminated.

Signs will be posted in a conspicuous location at each entrance of the site and facility and will state pursuant to 935 CMR 500: THESE PREMISES ARE UNDER CONSTANT VIDEO

SURVEILLANCE. NO ONE UNDER THE AGE OF 18 IS PERMITTED TO ENTER. These limited access areas will clearly have all ingress and egress points identified by the posting of a signs no less than 12 inches wide and 12 inches long, composed of letters not less than 1/2 inch 32 in height, which will state: Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel and Escorted Visitors. Adult use marijuana growing and packaging areas will be clearly marked and easily observable. All doors without biometric or electronic access control systems will be re-coded or re-keyed annually and following any involuntary termination.

Visitors to Facility

All visitors including outside vendors and consultants will only be allowed entrance in accordance with 935 CMR 500 and any other CCC regulations, and only through the main facility entrance. Employees may not allow any unauthorized person on site. No principal, financial backer, operator, or employee may receive any type of consideration for allowing visitors to enter a limited access area. If an employee receives compensation for allowing a visitor, they will be terminated immediately. The visitor intake will be managed through a visitor tracking procedure that will achieve the following:

- o All visitors will be required a pre-approval by a manager before arrival.
- o No unannounced visitors will be allowed access except for State approved inspectors, CCC inspectors or law enforcement personnel
- o Enter a visitor's name, company, and who they are visiting
- o Driver's license is reviewed
- o Print or write a fabric-friendly adhesive badge for the visitor to wear while in the John Williams Street Investments LLC facility
- o Visitor agrees to terms and conditions to building based on state regulations & company policies
- o Visitor will provide a signature
- o A visitor log will be maintained by the Office 365 document management system onsite with a physical backup and will also be backed up to the cloud for a time 33 period of 4 years. The log will have all details of visit to include name, visitor badge number, purpose of visit, time arriving & leaving.

Any person refusing to leave the premises should be considered an incident and law enforcement must be contacted immediately. The visitor will be continuously escorted at all times by an employee or manager who is authorized to enter the limited access area. The visitor identification badge will be visibly displayed at all times while the visitor is in any limited access area.

All visitors are prohibited from touching any adult use cannabis plant or adult use cannabis product located in a limited access area. Upon visit completion, the visitor must sign log and return identification badge as detailed in the diversion section.

The completed visitor log entry must include:

- o Full name of each visitor
- o Visitor identification badge number
- o Time of arrival
- o Time of departure
- o Purpose of the visit
- o Areas visited
- o Name of each employee visited
- o Resident agent ID number for employee chaperone

If an employee receives compensation for allowing a visitor, they will be terminated immediately and reported to the appropriate officials.

Surveillance/Security Room

The security system will be kept in a locked and secured room with limited access. Access to the surveillance room will be limited by the John Williams Street Investments LLC Executive team to:

- o Persons essential to surveillance operations
- o Law enforcement authorities
- o Security system service personnel
- o CCC representatives

A current list of authorized employees and service personnel that have access to the surveillance room will be maintained and will be available to the CCC upon request. A DVR system will be housed here and a DVR system access log will be maintained and will document: date, time, initials and identification number of the manager approving access, person accessing the DVR, reason for the access and if law enforcement was contacted.

Access Control Plan

The Access Control System will control all traffic entering and exiting the building and other secure areas. Access cards/fobs are programmable to match an employee's level of access. The

system tracks access by all users allowing for identity management. Access cards can be easily deactivated locally or remotely if required. Routine key entry and or exit will be eliminated. Facility keys, alarm codes ("AC") and electronic access control cards ("EACC") may only be issued by the John Williams Street Investments LLC Executive team. Only in an emergency will a key, AC or EACC be issued by a Manager. When a key is issued under these circumstances, the Operations Director or the Security Manager will notify the Manager as soon as possible.

Access Control Policies

Access will be given only to areas where need can be demonstrated. Issuance will be recorded by the issuing individual in a Facility Key, AC and EACC Log.

All keys issued on a "permanent" basis will be retained in the possession of the employee to whom issued and will not be transferred directly from one employee to another. The practice of leaving keys on desks, counter tops, etc. or loaning to others is prohibited by John Williams Street Investments LLC.

Any employee losing a key, AC or EACC will report the loss to his or her Manager immediately, who will then report the loss to the Operations Director or Security Manager. The Operations Director along with the Security Manager will make a determination as to whether the system has been compromised and if re-keying, re-coring or re-coding is required. It is against John Williams Street Investments LLC policy to duplicate keys.

AC and EACC Issuance Procedures

Temporary key, AC and EACC issuance will be for a period of 24 hours or less. Any authorized individual will be permitted to check out a key on a temporary basis. The Manager shall grant authorization in writing (Physical or electronic). The individual receiving a temporary key will provide photo identification at the time of key issuance. Keys checked out on a temporary basis will be returned within the 24-hour period. If the individual needs the key for a longer period of time, the key will be checked in and subsequently checked out again.

CCC registered vendors and contractors may be authorized to have temporary-loan keys, ACs and EACC. The Security Director will authorize in writing the use of temporary loan keys in the Facility Key, AC and EACC Log. All John Williams Street Investments LLC Directors and Managers will be informed in writing to whom all of all temporary loan keys have been issued.

Vendors/Contractors will return all keys within five days of termination of work and notice lost/stolen keys immediately. If keys are not returned within five days of project completion and it is determined a re-core is necessary, it shall be at the vendor/contractor's expense in order to enforce compliance.

Permanent keys, ACs and EACCs are issued to employees for the purpose of allowing the employee to access the areas in which they are regularly assigned duties. A record of all issuance will be kept in the Facility Key, Alarm Code and Electronic Access Control Card Log and be maintained by Operations Director.

When employment with John Williams Street Investments LLC has been terminated, all keys will be returned and noted. Responsibility for collecting the key(s) and EACC(s) and cancelling the AC will rest with the 36 Manager terminating the employee. Failure on the part of the Manager to collect key(s) and EACC(s) from terminating employees may require a key core change as determined by the Security Director.

Product Security

To deter, prevent theft, and protect against unauthorized access to areas containing adult use cannabis and adult use cannabis products, John Williams Street Investments LLC will implement a combination of administrative, technical and physical controls. John Williams Street Investments LLC will use a point of sale software for inventory management.

All adult use cannabis products will be kept in the Vault. The vault will be under 24-hour video surveillance and be equipped with motion detectors. The modular vault will have an outer and inner steel-framed door. Outer doors will be activated by a key fob, and the inner doors will be accessed by security code lock.

The storage vault will be equipped with measures to prevent any infestations of insects, birds or rodents and will be equipped with all necessary lighting, ventilation and temperature controls. Vault access will be limited to designated managers and support staff. The vault will be cleaned, organized and given a preventative maintenance inspection weekly. Unique codes for the vault door will be changed twice a year at the designation of the Security Director.

All principals/employees will undergo an orientation program, including education regarding compliance, security, point of sale software, roles and access and disciplinary actions in the case of non-compliance. Ongoing training / updating of CCC policies, procedures and CCC technical advisories under MA 935 CMR 500. Strict policies and procedures addressing misplaced access control cards, suspected potential security threats, adult use, fire, and security event procedures, access and storage information, notification of vendors regarding compliance will be followed. Audits to monitor employee compliance with policies and procedures is critical and will be logged by a John Williams Street Investments Chief Business Officer.

Closed-Circuit Television (“CCTV”)

The Closed-Circuit Television (“CCTV”) system will be provided for the entry and exit points, retail sales floor area, guest check-in areas, vaults and/or safes, corridors, and outside perimeter under

935 CMR 500. Cameras will be installed in an overlapping configuration to insure complete coverage of the viewing area.

Interior cameras include IP megapixel technology, digital pan, tilt zoom capability and light finder day/night capability. All cameras have wide dynamic range for light/dark filtering and accuracy of imagery. Exterior cameras will have mechanical pan/zoom/tilt (“PTZ”) and have the ability to auto track and zoom to an event as well as maintain coverage of the area with perimeter camera coverage of a minimum of 20 feet. Each camera will have a date and time stamp that will not obstruct the image. All camera’s will be equipped with SD cards that will record for up to 72 hours in the event that the primary and backup security systems are down.

The CCTV systems camera placement and selection types will be given careful consideration. Camera selections, especially pixel densities, will be chosen selectively. There are three different identification levels for analysis:

- o Identification of a known individual.
- o Identification of an unknown individual.
- o License plate capture or recognition.

To be able to obtain these three different levels of identification, a camera must reach a certain pixel density within the scene. “Back of house”, limited access, and employee only areas will have a camera mega pixel capability to identify a “known” individual. The cameras placed at locations entering and exiting the building, where unknown visitors or intruders would be encountered, will have a mega pixel capability such as to meet the facial recognition criteria of an “unknown” individual.

Alarm System

As required by 935 CMR 500 and John Williams Street Investments LLC policy, all alarm panels will have a duress alarm function with a specific code to alert law enforcement & the security monitoring company that they are being forced to disable the alarm system. There will be panic alarms throughout the facility to create audible notice that there is an emergency situation that requires safety personnel or law enforcement response.

These provisions are accomplished by installing a UL listed, commercial grade, state of the art, intrusion system head end control panel. This panel will manage the arm/disarm keypads for the facility, will have the capability to process alarms and events by individual point ID or zones, and report those events, by point ID, to a “Central Station” for dispatch of emergency personal as needed.

The intrusion system will be monitored both on site and off site by SCI, the UL Listed Central Station Monitoring Facility. The intrusion system keypads will have the ability to send a silent alarm “duress” signal to the central station. An employee, if accosted and under duress, could disarm the intrusion system with an alternate keypad code, triggering the duress signal to the Central Station. The intrusion system has the capability to accept multiple, zoned input devices such as push buttons, foot rails, palm buttons, etc. These input devices can be programmed for either silent (hold-up) or audible (panic) operation. They can also integrate with the CCTV system for camera call up, as an aide to an operator in the security command center.

Security Maintenance

For ease of maintenance, the security system will be kept in a locked and secured room with limited access with its own independent security system. The system will store videos for 90 days and will be in a format that will be easily accessible for investigative purposes. The intrusion system head end control panel will have portioning capabilities. i.e. the facility’s intrusion devices can be disarmed while security is maintained for the security command and equipment room. This room will have a separate keypad and arm disarm codes.

Risk Management; Liability Insurance Coverage

JWSI will 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.

Transportation Plan

- The establishment shall ensure that all transported marijuana is linked to the seed-to-sale SOR. 935 CMR 500.105(13)
- Any marijuana that is undeliverable or is refused by the destination establishment shall be transported back to the originating establishment. 935 CMR 500.105(13)
- All vehicles transporting marijuana shall be staffed by a minimum of two agents. 935 CMR 500.105(13)
- The originating establishment must weigh, inventory, and account for, on video, all marijuana prior to leaving the establishment. 935 CMR 500.105(13)

- Within eight hours after arrival, the destination establishment must re-weigh, re-inventory, and account for, on video, all marijuana transported. 935 CMR 500.105(13)
- Video recordings must show all marijuana being weighed, the weight, and the manifest. 935 CMR 500.105(13)
- Marijuana must be packaged in sealed, labeled, and tamper or child resistant packaging prior to and during transportation. 935 CMR 500.105(13)
- In the case of an emergency stop, a log must be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.
- Licensees shall comply with applicable requirements of 935 500.110(9): Incident Reporting 935 CMR 500.105(13)
- Transportation routes must be randomized. 935 CMR 500.105(13)
- Transportation routes must remain within the Commonwealth. 935 CMR 500.105(13)
- All vehicles must provide adequate temperature control 21 CFR 1.908(c). 935 CMR 500.105(13)
- Agents must report any inventory discrepancies within 24 hours to the Commission and law enforcement authorities. 935 CMR 500.105(13)
- Agents shall report any vehicle accident within 24 hours to the Commission and law enforcement authorities. 935 CMR 500.105(13)
- Vehicles must be owned or leased by the establishment, properly registered, equipped with an alarm system, and functioning heating and air conditioning. 935 CMR 500.105(13)
- Marijuana must not be visible from outside the vehicle. 935 CMR 500.105(13)
- Vehicles may not include any external markings that indicate the vehicle is being used to transport or deliver Marijuana or Marijuana Products. 935 CMR 500.105(13)
- When transporting marijuana, no other products may be transported or stored in the same vehicle. 935 CMR 500.105(13)
- No firearms may be located within the vehicle or on an agent. 935 CMR 500.105(13)
- Marijuana must be transported in a secure and locked storage compartment that is a part of the vehicle and which shall not be easily removed. 935 CMR 500.105(13)

- If transporting marijuana for more than one establishment, the marijuana for each establishment shall be kept in a separate locked storage compartment and separate manifests shall be maintained. 935 CMR 500.105(13)
- Vehicles shall contain a GPS monitoring device monitored by the establishment during transportation. 935 CMR 500.105(13)
- Each agent transporting marijuana shall have access to a secure form of communication. 935 CMR 500.105(13)
- Prior to, and immediately after leaving the originating location, the agents shall test communications and GPS operability. 935 CMR 500.105(13)
- If communications or the GPS system fail while on route, the agents transporting marijuana must return to the originating location until the system is operational. 935 CMR 500.105(13)
- The agents transporting marijuana shall contact the originating location when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes. 935 CMR 500.105(13)
- The originating location must have an agent assigned to monitor the GPS and secure form of communication and must log all communications with the agents. 935 CMR 500.105(13)
- A manifest shall be filled out in triplicate, with the original remaining with the originating establishment, a second provided to the destination establishment upon arrival, and a third to be kept with the agent during transportation and returned to the originating establishment. 935 CMR 500.105(13)
- Prior to transport, the manifest shall be securely transmitted to the destination establishment by facsimile or email. 935 CMR 500.105(13)
- Upon arrival, the agent at the destination establishment shall compare the manifest produced by the agents who transported the marijuana to the copy transmitted by facsimile or email. This manifest must, at a minimum, include:
 - the originating establishment name, address, and license number;
 - the names and registration numbers of the agents who transported the marijuana;
 - the name and registration number of the agent who prepared the manifest;
 - the destination establishment name, address, and license number;

- a description of the products being transported, including the weight;
 - the mileage of the transporting vehicle at departure from the originating establishment, at the destination, and upon return at the originating establishment;
 - the date and time of departure from originating the establishment and arrival at destination establishment;
 - a signature line for the agent who receives the marijuana products;
 - the weight and inventory before departure and upon receipt;
 - the date and time that the transported products were re-weighed and re-inventoried;
 - The name of the agent at the destination establishment who re-weighed and re-inventoried products; and
 - The transportation vehicle's make, model, and license plate number. 935 CMR 500.105(13)
- An establishment shall retain all transportation manifests for no less than one year. 935 CMR 500.105(13)
 - Employees who transport marijuana must be registered as an agent and have a driver's license in good standing issued by the Massachusetts RMV for the vehicle(s) the agent will operate. 935 CMR 500.105(13)
 - Agents shall carry their registration card at all times when transporting marijuana and shall produce their card to the Commission or law enforcement officials. 935 CMR 500.105(13)
 - Marijuana Transporters shall use best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. 935 CMR 500.105(13)

Personnel Policies Including Background Checks

The John Williams Street Investments LLC Staffing and Training Plan details the processes the Human Resource Manager will use to manage human resources in order to provide the highest quality service and education to customers while acting in compliance with CCC regulations. The Human Resource Manager is assigned responsibility for maintaining and updating the Plan, which

will ensure that John Williams Street Investments LLC has sufficient staff possessing the correct skill-sets and experience needed to ensure the success of all operations.

John Williams Street Investments LLC encourages personal growth, development and empowerment for its employees. All employees are encouraged to provide input and suggest new policies and processes.

CONFIDENTIAL DATA STORAGE

Employee data will be stored in Microsoft Azure via Office 365's SharePoint document management system. Data stored within the Microsoft cloud is secured with HIPPA compliant security protocols.

All employee data will be entered directly into Office 365 through an internet browser using Secure Socket Layer ("SSL") connections. All SSL connections are established using 2048-bit keys. Once data has reached Office 365 it will be encrypted with BitLocker which uses Advanced Encryption Standard with 256-bit keys.

FAIR EMPLOYMENT PRACTICES POLICY

John Williams Street Investments LLC is committed to providing all employees with a safe, healthy and economically beneficial working environment. Workplace safety and environmental standards are of utmost concern to John Williams Street Investments LLC, as the welfare of our employees greatly impacts our ability to operate successfully. 42 Fair employment practices, including the prohibition against all forms of illegal discrimination, will be prioritized and enforced at all times through John Williams Street Investments LLC codes of conduct. All John Williams Street Investments LLC employees will receive access to generous benefits packages and rates of compensation that exceed state minimum standards. By providing equal access and fair treatment to all employees we will improve John Williams Street Investments LLC's success while enhancing the progress of individuals and the community in which our business operates.

COMPENSATION STANDARDS AND TIME OFF

The standard John Williams Street Investments LLC workweek is 40 hours of work. Overtime compensation is paid to nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked over 40 per week at a rate of one and one-half times the nonexempt employee's regular hourly rate. Each employee's hourly wage or annual salary will be reviewed at least once each year. Increases will be determined by the ability of the John Williams Street Investments LLC to financially support them on the basis of performance, adherence to laws, John Williams Street Investments LLC policies and procedures and the ability of employees to meet or exceed duties per job description and achieve performance goals.

John Williams Street Investments LLC will provide all employees with competitive wages based upon position and tenure. Standard John Williams Street Investments LLC wages will start higher than the state minimum wage and grow as the business grows. By providing our employees with adequate compensation, we reinforce our commitment to investing in the progress of individuals and the establishment of a highly capable and experienced team. It is a goal of John Williams Street Investments LLC to establish long-term employment opportunities for all employees.

John Williams Street Investments LLC intends to offer its regular full-time employees paid vacation after one year of employment, two weeks after three years and four weeks after five years of service.

Additionally, John Williams Street Investments LLC will provide unpaid leave opportunities for all employees to care for the employee's child after birth or placement for adoption or foster care, to care for the employee's spouse, son, daughter or parent, who has a serious health condition, for a serious health condition that makes the employee unable to perform the employee's job and for a qualifying exigency or military caregiver leave.

BENEFITS

John Williams Street Investments LLC is committed to providing a generous employee benefit program for all employees and agents. As John Williams Street Investments LLC grows it intends to offer employees opportunities to participate in a 401(k) plans and other types of retirement programs with a John Williams Street Investments LLC funds match. Employees will also be presented with access to competitive health insurance programs and/or a health savings account (HSA) program for their entire family. 125 Flexible Spending Accounts will be established for participating employees, allowing participants to set aside pre-tax dollars to pay for certain types of expenses. John Williams Street Investments LLC will establish access to three plans: (1) for medical expenses, (2) for dependent care expenses and (3) for certain commuting expenses. John Williams Street Investments LLC will additionally provide employees with options for participating in long-term and short-term dental and vision coverage, disability insurance and life insurance programs.

Additionally, John Williams Street Investments LLC will establish an educational scholarship program for employees designed to reimburse certain educational expenses for programs that benefit employee progression in the John Williams Street Investments LLC, including but not limited to, child care subsidies and gym reimbursement.

Bonuses are variable, generally won't exceeding 5% of an individual's total yearly salary but could exceed that if retail facility sales can support it. Additionally, all bonuses are at the sole discretion of the Manager.

POTENTIAL EMPLOYEE SCREENING AND MONITORING

It is critical for the security of John Williams Street Investments LLC that only the most qualified, credible, talented and culturally diverse people are hired to help avoid workplace theft, fraud or violence.

It's equally important for the John Williams Street Investments LLC to conduct background screening on the contingent workers, including cleaning crews, facilities maintenance workers, auditors and other contractors who have access to the John Williams Street Investments LLC's property or represent the John Williams Street Investments LLC brand. Knowing the background of these workers is required to protect the integrity of the John Williams Street Investments LLC organization, as well as the safety of customers. Therefore, this workforce needs to be screened with the same due diligence as any other employee.

To help attract, hire, land and retain the best employees John Williams Street Investments LLC has developed employment screening and monitoring processes to create a candidate experience that benefits potential employees and reduce John Williams Street Investments LLC's risk by utilizing a fast, scalable and compliant background screening solution. An efficient, thorough employment screening process can, above all else, help reduce the John Williams Street Investments LLC's overall workplace risk. Identifying risk early, prior to hiring an employee, protects the organization from risk related to physical safety, financial security organizational image or reputation and legal compliance.

COMPLIANCE

The Human Resources Manager will ensure compliance with local, state and federal laws regarding the hiring and employment screening processes. The most prominent legislation that John Williams Street Investments LLC must abide by is the Fair Credit Reporting Act ("FCRA").

PRE-SCREENING POTENTIAL CANDIDATES

The Human Resources Manager will pre-screen candidates by stating clearly to potential applicants what items and prerequisites will be needed to properly qualify the employment application. This will streamline John Williams Street Investments LLC's application process by having applicants review the information and then determine whether or not they meet the qualifications. This is part of the proactive pre-screening process that ensures applicants who submit their information will prequalify based on the specific information needed later in the process.

John Williams Street Investments LLC will integrate instant and automated employment screening products into the hiring process. Instant searches will be used to efficiently move forward in the hiring process by quickly confirming or validating basic information such as a Social

Security number or name and address history. Automated searches will provide electronic delivery of process updates and results, eliminating time delays often associated with manual follow-up on important screening components such as employment or education verifications.

Criminal History

John Williams Street Investments LLC will screen candidates for criminal records to promote a safe, secure workplace by reducing employment-related risk linked to a criminal history. The following searches may be performed depending upon the type of position the candidate is seeking.

National Crime File Search

Some vendors can offer access to a nationwide database of criminal records gathered from across all 50 states. A variety of sources are utilized including Sex Offender Registries, state and county criminal courts and state-level departments of corrections. This search can provide instant results depending on the provider.

Felony and Misdemeanor Search

This county courthouse search includes a search of all felonies and misdemeanors on all indexes available at the main county seat court location.

Motor Vehicle Report

A Motor Vehicle Report (MVR) reveals the status of an applicant's driver's license and any violation history. This search should be conducted on all candidates who will have driving responsibility for John Williams Street Investments LLC, including those who will not only drive an John Williams Street Investments LLC vehicle but will also drive a personal vehicle on John Williams Street Investments LLC time or for John Williams Street Investments LLC purposes.

VERIFICATION AND QUALIFICATION SOLUTIONS

The Human Resources Manager may potentially utilize the following solutions depending on the level of security required for the position.

Social Security Number Verification (SSNV)

This search matches the input information against millions of consumer header credit files contained in the databases of nationwide credit reporting agencies. The SSNV returns other names and addresses associated with the identifying information used to request the report.

Credit Check

This search matches the candidate's information to information held by the Credit Bureaus and returns the candidate's credit report. Employment and/or Education Verification. These two products are used to verify the information provided by the candidate.

Employment Eligibility

An employment eligibility verification service will be used to streamline the Form I-9 process. The John Williams Street Investments LLC will participate in the E-Verify program to confirm every new hire's employment eligibility by sending the information used to complete the I-9 through the Social Security Administration (SSA) and Department of Homeland Security (DHS) databases.

SUBSTANCE FREE WORKPLACE

John Williams Street Investments LLC will strive for maintaining a safe working environment. In order to keep employees and customers safe John Williams Street Investments LLC will have alcohol, smoke, and drug-free workplace policies in place pursuant to CCC regulation 935 CMR 500.105. Employees will be required to be sober while within the facility. Employees and managers will be required to immediately report any incidents involving alcohol, smoke and drugs to the Human Resources manager

ADJUDICATION AND ALERTS

John Williams Street Investments LLC will provide a criminal records adjudication policy as part of the screening process. FCRA mandated Adverse Action letters for candidates that fail to meet specific screening criteria set forth by the organization will be delivered to candidates.

MONITORING

A Monthly Compliance Exception Report is completed for the employment screening process. The report informs the Human Resources Manager which candidates have completed various parts of the screening process and which have not. The report also updates John Williams Street Investments LLC to which components are missing from a candidate's employment screening process.

The Human Resources Manager will cause all required criminal and drug screens to be updated every two years. All employees are required to notify John Williams Street Investments LLC whenever they have any encounter with law enforcement. The Human Resources Manager will determine if a Level 2 background screening should be performed upon the employee's notice. A post-accident drug screening may be performed at the Human Resources Manager's discretion or if required for worker's compensation purposes.

STAKEHOLDER FEEDBACK

The Human Resources Manager in coordination with the Manager will solicit and record feedback from customers, vendors, consultants, community members and groups, law enforcement and other interested parties about the competence of John Williams Street Investments LLC and our staff. Feedback requested from stakeholder should address the quality of interactions with employees, any changes in John Williams Street Investments LLC policies or procedures directly affecting the stakeholder and the effectiveness of the John Williams Street Investments LLC overall.

OBSERVATION AND PERFORMANCE REVIEW

To evaluate the effectiveness of training through observation of employee performance, these evaluations should consider employee's adoption of policies, procedures, concepts and attitudes presented in the training for new employees; level of improvement, drive or lack thereof toward improvement in the performance of veteran employees; adoption of the training topics in practice and how well they are working; department managers and trainer observations of employee attitudes, methods or competency and the level of discussion between employees and department managers regarding training topics presented on an ongoing basis. 48

STAFFING PLAN

The staffing plan will develop in three phases which are hiring, training and professional development. Hiring of employees will only be done according to established procedure when a position in the employment structure is open or management determines a new position should be created. The training will provide policies and procedures to be reviewed at length. Professional development practices will then supplement this initial training. The training and professional development will ensure that all John Williams Street Investments LLC staff grasp and comprehend the policies, procedures and relevant regulations to abide by for operations at the facility.

Company Founder Cullen Schultz has created a process where hiring managers will be given resumes that do not have the applicants name or address on them. This will assure that the hiring manager will not use the candidates name to determine their ethnicity or use the candidates address to make an assumption on their socioeconomic background. John Williams Street Investments LLC will make sure that the best candidates are hired in a process that eliminates racial and socioeconomic biases.

STAFF ACQUISITION PROCESS

1. Identification of need;
2. Job classification and job description preparation;

3. Solicitation of the vacant position utilizing the methods that best fit the position;
4. Reviewing resumes on qualified candidate;
5. Performing and recording reference checks on qualified candidates;
6. Scheduling first interviews with the Human Resources Manager;
7. Scheduling second interviews with strong candidate with the HR Manager and department hiring manager;
8. Delivery of an offer letter to the first choice candidate;
9. Performing criminal background check on selected candidate; 49
10. Send application to the state for registration with the CCC;
11. Completion of the probationary period.

The Staffing and Training Plan is based on business plan assumptions and best practices and may be adjusted by in accordance with actual operating needs. It is our policy to ensure that all employees receive professional and appropriate training on compliance with regulatory agency regulations, the therapeutic use of cannabis, safety, security, incident management and diversion and theft prevention.

HIRING

John Williams Street Investments LLC's Human Resource Manager will coordinate with the Manager to acquire all staff. The acquisition process may vary depending on the vacant position and special circumstances. The acquisition process will be managed by the Human Resource Manager and will always include: performing a criminal background check on the selected candidate to determine eligibility for CCC registration; application to CCC for registration; new hire orientation and training only upon successful registration; and completion of the probationary period.

All staff and Managers must comply with all EEOC guidelines when managing employee issues. None of our policies or practices discriminate based on or conflict with laws regarding the following: race; height and weight; credit rating or economic status; religious affiliation or beliefs; citizenship; marital status and number of children; gender; arrest and conviction; security/background checks for certain religious or ethnic groups; disability; medical questions and examinations. Positions will only be filled according to the established protocols:

Background Check

Any applicant who has submitted a complete application for employment will have a professional background check conducted. This investigation will be in addition to verification that the potential employee is or will soon be licensed as a cannabis employee and thus allowed to work in the facility. The investigation will be conducted to ensure the potential employee does not have any felony convictions which would bar them from employment. The investigation will also check for any crimes of moral turpitude, whether misdemeanor or felony. Any indication of past crimes of moral turpitude will be a bar to employment. Once the applicant is determined to have passed a background check, a first interview will be initiated.

1st Interview

The first interview will consist of a face to face meeting with the Manager of the department the applicant is interviewing for a position in. No more than 5 applicants will be selected for a first interview. The purpose of this interview will be to help determine any potential employee's: 1) level of knowledge regarding cannabis operations; 2) existing skill set relevant to the duties of the job offered; 3) their capacity to learn new skills and grasp concepts (specifically regulatory concepts); and 4) potential for deception as an employee. At least 2 references will be contacted and details of the interview confirmed. A solid background (or an appropriate level of education/experience pertaining to the position offered), a clean record and indicia of honesty will be requisites for the second interview.

Final Interview

The final interview will be conducted by a Chief Business Officer (CBO) or Manager. No more than three candidates will be selected for the final interview. The CBO or Manager will ask a variety of questions intended to assess the applicant's ability to interact with others and work according to John Williams Street Investments LLC's policies. The final decision will be made by the CBO with input from the Manager who conducted the first interview. For management positions, the Manager and will jointly conduct the final interview with the department manager retaining the final decision after consulting with Manager. All potential employees must go through the entire process.

TRAINING

QUALIFICATIONS AND TRAINING FOR AGENTS 935 CMR 101 and 935 CMR 105

JWSI shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of their job function of each marijuana establishment agent, in accordance with the applicable Code of Massachusetts Regulations and at a minimum shall include a Responsible Vendor Program under 935 CMR

500.105(2)(b), as otherwise provided by this Business Plan. At a minimum, JWSI staff shall receive eight (8) hours of on-going training annually. 935 CMR 105(2)(a).

Position(s):

Chief Executive Officer/Manager (1 position): The Chief Executive Officer/Managers (the CEO) will be in charge of overseeing the GM's and employees, inventory, products and money. Qualifications for a GMs include but are not limited to: experience in or with the marijuana retail industry, knowledge of a POS systems, leadership, following policy and procedures, inventory, refined communication skills, completed the Responsible Vendor Training Program, as further described in this Business Plan and otherwise educated and trained with the Adult-Use program regulations. At a minimum, JWSI staff shall receive eight (8) hours of on-going training annually. 935 CMR 105(2)(a).

Chief Business Officers/General Managers/Store Managers (1-3 positions):

The Chief Business Officers/General Managers/Store Managers (the GMs) will be in charge of overseeing the employees, inventory, products and money. Qualifications for a GMs include but are not limited to: experience in or with the retail industry, knowledge of a POS systems, working with staff, following policy and procedures, inventory, scheduling, basic accounting, refined communication skills, completed the Responsible Vendor Training Program, as further described in this Business Plan and otherwise educated and trained with the Adult-Use program regulations. At a minimum, JWSI staff shall receive eight (8) hours of on-going training annually. 935 CMR 105(2)(a).

Agent Training; Retail Staff (0-3):

At The Time of hiring the following training shall be required of Retail Staff Agents:

- New Retail Staff Agents shall be required to complete an initial training regimen prior to performance of job functions, including, point of sale, customer service, etc.
- JWSI shall require that Retail Staff shadow a trained Agent in a similar role with similar responsibilities as the new Retail Staff Agent.
- JWSI shall require training to include training including, an in-depth review of the Adult-Use program regulations.

- JWSI Retail Staff shall be required to complete training in incident de-escalation techniques and emergency procedures.

- JWSI shall require documentation, that shall be included in the Retail Staff Agent's personnel file, that includes records of all required training, and a signed statement of the individual hired indicating the date, time, and place he or she received the required training and the topics discussed, including the name and title of trainers/presenters.

- JWSI shall require Retail Staff to receive, at a minimum, 8 hours of on-going, relevant training annually.

- The Director of Operations and the Human Resource Manager will determine the annual training agendas for Retail Staff.

- At a minimum training shall include a Responsible Vendor Program under 935 CMR 500.105(2)(b), as otherwise provided by this Business Plan. At a minimum, JWSI staff shall receive eight (8) hours of on-going training annually. 935 CMR 105(2)(a).

All new hires will be required to go through a training period. Potential employees will be advised of all employment policies, the life cycle of cannabis and its growth process and the proper procedures to employ while performing their duties. Educational training will consist of presentations given by the department manager. The presentations will be supplemented with 51 hands on training to demonstrate the material included in the presentations. All employees will go through additional training with their Manager based on the employment role.

Being in an industry that is constantly changing requires companies to be aware of recent market developments and trends throughout the industry. John Williams Street Investments LLC takes a proactive approach to continually provide progressive training and interactive learning to our employees. This is conducted both at the individual facilities by certified John Williams Street Investments LLC trainers, but also electronically and telephonically when necessary. By exposing employees to constant training and developments, John Williams Street Investments LLC values its employees and encourages their retention with John Williams Street Investments LLC.

By training employees, it allows them from day one to have the ability to learn processes and procedures in order to take on additional responsibilities throughout the course of their employment with John Williams Street Investments LLC. With the ability to grow within John Williams Street Investments LLC and move at their own pace, John Williams Street Investments LLC encourages retention of all employees.

Our collaborative training program is designed to educate employees on best practices for maintaining their personal safety and the safety of John Williams Street Investments LLC

products, including comprehensive emergency and incident management training. Training sessions may include virtual web collaborations, onsite experience and OSHA Occupational Safety Training.

John Williams Street Investments LLC Employee Training

No John Williams Street Investments LLC employee or consultant may work on-site prior to receiving orientation training, taking the responsible vendor training, or when any required critical training is eight weeks or more past due. The HR Manager will provide all relevant and adequate training for each individual involved in John Williams Street Investments LLC operations. Training will be tailored to the roles and responsibilities of the job function of each employee and at a minimum must include training on confidentiality, security controls, emergency response protocols and regulatory agency regulations as well as Federal statutes regarding the use of cannabis. Each employee will receive a minimum of eight hours of ongoing training annually or as deemed necessary by John Williams Street Investments LLC Managers.

Module Based Training

John Williams Street Investments LLC employs a strategy of module based training. Each module will cover a single topic in – depth.

Training modules include:

1. New employee orientation;
2. Train the trainer;
3. Monthly department meetings;
4. Compliance, regulation and law;
5. Confidentiality;
6. Safety;
7. Security;
8. Emergency and incident management;
9. Inventory management and diversion prevention;
10. Cannabis science;
11. Community and customer relations;
12. Recordkeeping;

13.Product handling and sanitation; and

14.Transportation.

John Williams Street Investments LLC may develop and implement new modules as deemed necessary. General employee training will largely be department focused and relevant to the operational processes each employee will follow on a daily basis. John Williams Street Investments LLC will reassess all modules annually in order to determine if the updated training is necessary to maintain a compliant operation.

Training Evaluation

In order to achieve the high standards of quality, efficiency and compliance John Williams Street Investments LLC sets forth, the Human Resources Manager shall evaluate the training program annually. Based on the results of this evaluation, the HR Manager will implement any necessary changes and determine the need for re-training of staff. The Manager must approve any major training program changes. John Williams Street Investments LLC cannabis science training must address the endocannabinoid system, clinical trial information, efficacy and dosing, strains and genetics, methods of use and types of products, condition management and side effects.

The Human Resources Manager will solicit and record feedback on the quality and efficacy of a training module from employees that received the training. Feedback may be solicited utilizing post training group discussions, individual interviews and anonymous surveys

Oversight

The management structure assigns responsibility for the different aspects of operation to individual Managers and staff so that every employee on every level will be accountable to a higher position. Each department has defined responsibilities and must report to management on a weekly basis regarding the duties they were assigned and progress.

The Operations and Management Practices Plan outlines the entire process and procedures to employ. The plan also defines the employment structure and the relation of employment policies to operations. The manual details the administrative processes to be employed in various situations, including disciplining employees. All discipline will be handed down by the department manager or HR Manager to help keep relations between department Managers and ground level employees smooth.

Employee Manual

Upon licensing and commence of operations, all John Williams Street Investments LLC Staff will undergo a mandatory training period. During the first day of training, an employment manual will be issued to employees. The Employment manual will set forth John Williams Street Investments LLC policy regarding administrative matters, including terms of employment, what is expected of employees and procedures for discipline. Each employee 54 must read through the manual and sign a contract acknowledging they have received, read and understand the John Williams Street Investments LLC policies.

Operations Manual

The second stage of training will be an educational portion regarding cannabis and procedures. The manual will begin with a background of commercial cannabis, identify relevant legal regulations, break down the John Williams Street Investments LLC structure/roles of employees and set forth Standard Operating Procedures for each phase of operation.

Standard Operating Procedures will provide a detailed breakdown of the duties (what), methods (how) and schedule (when) by which each employee will perform the tasks of their respective positions. The HR Manager will develop training curriculum to educate new employees. Managers will be actively training the new employees on the tasks expected of them and answering questions. At the end of the training period, the prospective employees will be given a short test regarding the policies and procedures, passage of which is a prerequisite for employment.

SYSTEMS TRAINING

Inventory System

The HR Manager and department managers will be responsible for developing and conducting training programs for each employee who will be using a to be determined point of sale (“POS”) and inventory management software. POS representatives will train management in the various uses of the software and provide training manuals and other materials to assist in training employees. All General Management and Managers will be responsible for knowing how to properly operate the POS software.

EMERGENCY TRAINING

The operating hours for the dispensaries will typically be 11 hours a day, 7 days a week. A limited number of employees will be necessary for nights and weekends but operations will continue. Security will be hired in-house and via a police detail as needed. All employees 55 employed by John Williams Street Investments LLC will go through a security training/debriefing with security regarding the features of the facility, the role of security in operations and procedures in case of an emergency.

In the case of an emergency, employees will have several methods for contacting local law enforcement. The most common will be immediate referral to on-site security personnel. Security personnel have been trained or hired to provide such services. In the event security is not immediately reachable, staff will be trained to alert local authorities. In no event should an employee attempt to handle or confront an emergency situation. All matters should be referred to security or local law enforcement.

Each new hire will begin work on a three-month trial period of employment. At the end of the three months the department manager will conduct an assessment of the employee's performance.

FOOD HANDLING

All employees whose job includes contact with cannabis products (edible or otherwise), production or packaging must be trained in food handling requirements found in applicable laws and regulatory agency regulations.

INVENTORY LOSS OR IRREGULARITIES AND REPORTING TRAINING

Operational policies will restrict employee access to areas where they have legitimate work tasks. All areas where cannabis is stored will be locked and monitored via Closed Circuit Television. The background checks and hiring process will weed out applicants with criminal or amoral histories. Employment policies will outline the consequences of employee theft and the security briefing will make employees aware of the seriousness of the matter. Cumulatively, these policies will assist in preventing employee theft of cannabis, cannabis product or growing materials.

All staff is responsible for notifying the agent-in-charge of any loss or theft of cannabis from the retail facility so that they can promptly document and report the loss or theft to the appropriate manager and the regulatory agency. Employees will have a whistleblower policy in place to ease the concerns of any employees who suspect diversion of cannabis or cannabis products from the facility by another employee. The report will also be submitted to the Compliance Officer for further review and investigation.

PROFESSIONAL DEVELOPMENT

The purpose of the professional development stage is to provide continued education to John Williams Street Investments LLC employees regarding new operational methods, changes in rules/regulations and innovations in techniques. John Williams Street Investments LLC will evolve with the industry, embracing new technologies or processes that increase efficiency. The results will be reported to the HR Manager where necessary to determine if a promotion, raise, demotion or termination is warranted.

Every three months, department managers will evaluate employee performance. The results will be reported to the HR Manager. When necessary, the Manager or CBO will be consulted to decide if a promotion, raise, demotion or termination is warranted. Training will be used to address any deficient performance and educate the employee about the proper methods to use.

Hands-on instructional training to address any problems in technique or method by which a employee is performing a task.

Group meetings to ensure all employees are communicating and aware of any changes. Each department will hold group meetings on a weekly basis. The entire facility will meet as a group at least once a month to address the state of affairs.

REPORTING STRUCTURE

Each department manager is responsible for ongoing performance evaluations, performance issues and recognition, promotions and disciplinary actions in their department. Managers are required to communicate all necessary information on employee performance to the HR 57 Manager as often as necessary. Managers are required to complete formal performance reviews annually and at the end of any probationary period.

TERMINATION OF EMPLOYEES

John Williams Street Investments LLC will terminate any employee or registered agent that violates the following:

- Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority
- The Executive team, management team, security team and HR team will decide who will be terminated and coordinate the immediate removal of said employee from the facility.

Financials

Maintaining of Financial Records

A thorough recordkeeping plan maintains the regulatory integrity of the Adult use marijuana Program and creates a record of activities, transactions, and decisions which safeguards a company's information and also holds it accountable for its actions.

John Williams Street Investments LLC has established stringent recordkeeping protocols which demonstrate fidelity to compliance and security, and safeguard customer safety. Inventory protocols, electronic tracking system use, equipment maintenance, and other extensive business records will be created and maintained in full compliance with Cannabis Control Commission ("Department"), OSHA and local regulations.

In compliance with 935 CMR 500, John Williams Street Investments LLC will maintain a daily log of each day's beginning inventory, acquisitions, amounts purchased and sold, disbursements, disposals, and ending inventory. John Williams Street Investments LLC will also record prices paid and amounts collected customers.

The inventory protocols require all inventories and inventory audit records to be retained as part of recordkeeping policies and to ensure oversight of facility management and personnel, in compliance with 935 CMR 500. As part of this comprehensive recordkeeping plan, John Williams Street Investments LLC will maintain critical business operations including:

- Inventory tracking, from purchase order to sale;
- Human resources data for all employees;
- Access Control System records;
- Transaction records;
- Standard Operating Procedure Compliance;
- Recall procedures and documents pertaining to recall actions; and
- Waste management, specifically including records of marijuana products destroyed at the retail facility. Keeping complete, detailed, and organized records of inventory and all dispensing transactions is critical to ensuring that customers receive the highest quality marijuana products in its purest forms.
 - For retail JWSI is prohibited from utilizing software or other methods to manipulate or alter sales data. 935 CMR 500.140(6) (required for retail only)
 - For retail, if JWSI 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 (required for retail only)
 - For retail JWSI 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)

- For retail, JWSI shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales. 935 CMR 500.140(6) (required for retail only)

ENTERPRISE RESOURCE PLANNING

John Williams Street Investments LLC will utilize a point of sale software system that functions as an Enterprise Resource Planning ("ERP") suite, which will use bank-level encryption to comprehensively manage all inventory and satisfies HIPAA- security standards.

Standard cannabis based point of sales systems track every purchase of every product in inventory within the retail facility, both as active inventory and in back stock, every sale, in addition to tracking adult use marijuana waste or recalled products scheduled for return to grower/processors.

John Williams Street Investments LLC will utilize a point of sales system that supports real-time monitoring of inventory, along with sales totals and customer counts. These platforms allow authorized employees to track purchasing habits and accurately predict demand. The analysis of historical sales data and inventory trends will be effective for forecasting inventory needs.

Business management platform data and records will be stored electronically and be subject to electronic backup requirements. However, employees will be required to adhere to the same recordkeeping policies and procedures for printed, hand-written, or other analog records.

ACTIVE AND INACTIVE RECORDS / RETENTION PERIOD

An active record is one that is needed for operations and is frequently used. An inactive record is not needed to operate the business and is preserved until the expiration of its retention period. Unless specifically exempted, all records will be deemed inactive 180 days after their last use.

John Williams Street Investments LLC applies a four (4)-year retention period to all electronic records including the video files from the surveillance cameras and the records of physical access controls (for example, the daily log showing which employees used their identification credentials to open which doors). At the conclusion of the retention period, John Williams Street Investments LLC will determine, on a case-by-case basis, whether certain categories of inactive records should be destroyed or preserved.

DIGITAL RECORDS

Cannabis point of sale systems typically utilize proprietary programming and computer coding. The data records are stored in the cloud and are indecipherable without decoding.

At the conclusion of each business day, a retail facility manager downloads a daily report in a Portable Data File (.pdf) capturing all of the day's activities and operations, including all transactions with customers and vendors. Also, a retail facility manager will upload the daily report to the company's server, in a secure file that can only be accessed by either of the Executive Officers.

ACCESS CONTROL

A retail facility employee's access to a point of sale system and retail facility records is defined by the employee's job function; this is commonly known as Role-Based Access Control. For instance, a customer-facing retail facility technician will have access to customer sales records; inventory managers will have access to inventory management records; security personnel will have access to visitor logs and stored surveillance system files.

Each employee, manager, and executive will have unique log-in credentials consisting of a unique username and password. Logs of users logging into the point of sale software will be archived to establish accountability records.

ADULT USE MARIJUANA PRODUCT INVENTORY RECORDS

John Williams Street Investments LLC will create and maintain written and electronic records of all inventories and include the date of the inventory, a summary of findings, and the employee identification numbers and titles or positions of the individuals who conducted the inventory review. To ensure the proper management of inventory, all items that enter and leave company facilities will be tracked, monitored, and systematically arranged.

Through employee training, the company will create a thorough understanding of both the electronic tracking system and the business management platform. By preparing employees to input accurate data daily, John Williams Street Investments LLC can ensure the tracking system and business management platforms match and reflect the correct acquisitions, sales, waste and losses. Adult use marijuana products will be received and logged into inventory point of sale system as a lot, batch, or grouping of products. The inventory will be placed into a product storage bin/container, and identified as back stock or ready-for-sale, active inventory. Only active inventory batches, lots, or groups will be used to fulfill orders from customers.

ADULT USE MARIJUANA INVENTORY AUDITING (ACTIVE INVENTORY)

Sellable inventory will be divided into two (2) separate types: active inventory and back stock. Active inventory is the inventory that will be utilized to stock the sales floor. Back stock will be the items that remain static in storage until active inventory is depleted and requires restocking.

RECEIPT AND SALE OF ADULT USE MARIJUANA

All adult use marijuana products will be tracked and monitored in the electronic tracking system and by physical inventory audits. Each activity associated with any adult use marijuana product will include a digital time, date, and location stamp within the Business Management Platform.

This timestamp will be used to produce a receipt that may be printed and made available to the CCC, law enforcement, and company management. Data reflected on platform receipts will also be used to produce transport manifests as required by. Included in auditing procedures is the accurate documentation of transportation dates, approximate times of departure/arrival, transport vehicle specification, delivery route information, and other data that may pertain to the successful tracking and monitoring of company inventory.

Inventory procedures include counting, storage, and facilitating of funds transferred to and from John Williams Street Investments LLC. Funds will be managed by employees trained to receive, deliver, count, sort, document, and securely store cash, checks, and other methods of payment. Money will be accounted for and recorded via multilevel auditing and secure accounting procedures. Funds will be counted and temporarily stored in lockable bank bags in the safe or vault area of the retail facility until the funds are safely transferred to the next individual, as defined in currency chain of custody procedures. Funds used for the purchase of adult use marijuana products will be linked to specific items, lots, and batches within our business management platform.

John Williams Street Investments LLC will select a cannabis point of sale system that will clearly demonstrate the exact products sold, the price of the items, methods of payment, and account details of other adult use marijuana organizations where funds were received or paid. Receipts of purchases and sales will be made readily available to adult use marijuana organizations, law enforcement officials, and the CCC. Receipts will be observed for their accurate reflection of the transfer of adult use marijuana products and funds as part of daily sales and inventory reports.

RECORDKEEPING OF TRANSPORT

John Williams Street Investments LLC will keep detailed records of all transport of adult use marijuana products, including:

- Transport Manifests;
- Receipts;
- Invoices;
- Bills of Lading;
- Shipping Invoices; and
- Packing Slips or any other shipping documents.

ACCOUNTING DATA

John Williams Street Investments LLC is committed to the transparency of accounting data and adhering to Generally Accepted Accounting Principles (GAAP) in financial reporting. To achieve this goal, the company will hire an accountant or accounting company who will provide John Williams Street Investments LLC a wide range of tax, accounting, audit, business advisory, planning, payroll and support services to manage company financials and reporting.

All financial records will be maintained on secure, internal computer networks and will be duplicated using the electronic records backup system, ensuring John Williams Street Investments LLC will never experience a catastrophic loss of financial data.

The following business records shall be maintained within our accounting platform pursuant to 935 CMR 500:

- Assets & Liabilities
- Monetary transactions
- Books of accounts / Chart of accounts
- Sales records
- Salary and wages paid to each employee

APPROVED VENDORS

Sourcing the most qualified and effective vendors to service all aspects of operations, especially facility security and equipment maintenance, is imperative to successfully serving the consumers of the Commonwealth. Only owners, principals, and designated employees will be permitted to enter into business contracts on behalf of John Williams Street Investments LLC. They will be required to ensure vendors register with the company and are designated as an approved vendor by the Department, prior to providing goods or services. Completed vendor records, W-9 forms, and all other accounting records will be maintained by accounting personnel in compliance with IRS and any other regulatory requirements.

A list of approved vendors will be kept on site for easy reference by the Retail facility Manager and management personnel. This list will include, but is not limited to, the following vendor types:

- Marijuana Transport;
- Waste Disposal;
- Pest Management;
- Security System Service & Repair;

- Security Firm;
- IT Firm;
- Software Technical Support;
- Facility Services;

Expense Report

Total Fixed and Variable Cost to Open			
Fixed Costs			
	Quantity	Price	Total
Construction (total exterior + interior)	-	\$20,000	\$20,000
Architecture/Planning	-	\$20,000	\$20,000
Security System	-	\$26,000	\$26,000
Furnishings/Displays	-	\$20,000	\$20,000
Equipment (ipads, scales, computers, label printers, etc)	-	\$15,000	\$15,000
POS System		\$7,000	\$7,000
Logo*/Web Des		\$1,000	\$1,000
Attorney Fees		\$1,500	\$1,500
Total			\$110,500
Semi-Variable Cost			
Employees	10	\$65,000/month	\$65,000
Business Insurance	-	\$1,400/month	\$1,400
Rent	-	\$10,000/month	\$10,000
WiFi	-	\$250/month	\$250
Utilities	-	\$1000/month	\$1000
Marketing	-	\$2,000/month	\$2,000

CPA	-	\$800/month	\$800
Total			\$80,450
Variable Costs			
Cannabis Inventory	-	\$50,000/month	
Packaging Materials	-	\$5,000/month	
Non-Cannabis Inventory	-	\$5,000/ month	
Total			\$60,000

***The Company currently has no logo. Upon finalizing a logo, such will be submitted to the CCC for approval, in accordance with corresponding requirements.**

Pro Forma

John Williams Street Investments LLC projects a **first year revenue of \$3,285,000**. This number is based on statistics of dispensaries in Massachusetts, and more specifically dispensaries in Attleboro. Below, is a chart displaying the projected revenue based on different customer volume each day, as well as average purchase price per customer.

Revenue Based on Customers Per Day and Average Purchase Price						
Number of Customers/ Day	15/avg purchase	Revenue/Year		Number of Customers/ Day	60/ Avg Purchase	Revenue/ Year
100	1,500	547,500		100	6,000	2,190,000
150	2,250	821,250		150	9,000	3,285,000
200	3,000	1,095,000		200	12,000	4,380,000
300	4,500	1,642,500		300	18,000	6,570,000
500	7,500	2,737,500		500	30,000	10,950,000
750	11,250	4,106,250		750	45,000	16,425,000

1000	15,000	5,475,000		1000	60,000	21,900,000
	30/ Avg Purchase	Revenue/ Year			75/ Avg Purchase	Revenue/ Year
100	3,000	1,095,000		100	7,500	2,737,500
150	4,500	1,642,500		150	11,250	4,106,250
200	6,000	2,190,000		200	15,000	5,475,000
300	9,000	3,285,000		300	22,500	8,212,500
500	15,000	5,475,000		500	37,500	13,687,500
750	22,500	8,212,500		750	56,250	20,531,250
1000	30,000	10,950,000		1000	75,000	27,375,000
	45/ Avg Purchase	Revenue/ Year			90/ Avg Purchase	Revenue/ Year
100	4,500	1,642,000		100	9,000	3,285,000
150	6,750	2,463,750		150	13,500	4,927,500
200	9,000	3,285,000		200	18,000	6,570,000
300	13,500	4,927,500		300	27,000	9,855,000
500	22,500	8,212,500		500	45,000	16,425,000
750	33,750	12,318,750		750	67,500	24,637,500
1000	45,000	16,425,000		1000	90,000	32,850,000

Record Keeping Procedures

(pg. 16 of Business Development Plan)

Physical and Virtual Records Overview

John Williams Street Investments LLC has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of John Williams Street Investments LLC documents. Physical records will be stored at John Williams Street Investments LLC in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request. Also, electronic copies of records will be stored in the Office 365 secured cloud storage.

Recordkeeping

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

- Corporate Records

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

- Insurance Coverage
- Directors & Officers Policy
- Product Liability Policy

- General Liability Policy
- Umbrella Policy
- Workers Compensation Policy
- Employer Professional Liability Policy

- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration

- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings
 - Business Records

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

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over John Williams Street Investments LLC.

- Staffing Records

- o Staffing records include:

- Job descriptions.
- Registered agents and subsequent info:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training.
- Documentation of periodic performance evaluations.
- A record of any disciplinary action taken.
- Responsible vendor training results.
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030:

Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).

- Inventory Records

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

- Sales Records for Marijuana Retailer

- o John Williams Street Investments LLC will maintain records that it has performed a monthly analysis of the equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.

- Incident Reporting Records

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

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

- Visitor Records

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

- Waste Disposal Records

- o When marijuana or marijuana products are disposed of, John Williams Street Investments LLC will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of

disposal or other handling, and the names of the two John Williams Street Investments LLC agents present during the disposal or other handling, with their signatures. John Williams Street Investments LLC will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records

- o A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- o Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
- o Recordings shall not be destroyed or altered and shall be retained as long as necessary if John Williams Street Investments LLC is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

- Agent Training Records

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

- Responsible Vendor Training

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

- Closure

o In the event John Williams Street Investments LLC closes, all records will be kept for at least two (2) years at John Williams Street Investments LLC expense in a form (electronic via Office 365's SharePoint platform, hard copies, etc.) and location acceptable to the Commission. In addition, John Williams Street Investments LLC will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

- Written Operating Policies and Procedures

o Policies and Procedures related to John Williams Street Investments LLC operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of John Williams Street Investments LLC hours of operation and after-hours contact information, which will be provided to the Commission, made available to 21 law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- Price list for Marijuana and Marijuana Products, as required;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any retail facility agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to John Williams Street Investments LLC operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of John Williams Street Investments LLC, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on John Williams Street Investments LLC website.
- Policies and procedures for the handling of cash on John Williams Street Investments LLC premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be

placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;

- Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - o John Williams Street Investments LLC shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.
- Record-Retention

John Williams Street Investments LLC will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the

regulations.

Restricting Access to age 21 and Older
(pg. 24 of Business Development Plan)

Restricting Access to age 21 and older:

- 1.1. All employees and registered agents must be 21 years of age or older.
- 1.2. All visitors must be 21 years of age or older.
- 1.3. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), NO person may enter our premises without first producing a valid, state or federal, photo ID.
- 1.4. Valid ID must be presented to the Duty Manager prior to entering the facility, and at the Point of Sale for data-entry purposes.
- 1.5. No person under 21 years of age may enter the premises. There are NO exceptions to this rule.
- 1.6. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.
- 1.7. All cannabis waste will be rendered unusable and safely disposed of as outlined in Cannabis Waste Disposal Procedures, above.
- 1.8. All access to cannabis products will be strictly controlled and monitored as outlined in Prevention of Diversion, above.

Personnel Policies Including Background Checks

(pg. 43 of Business Development Plan)

The John Williams Street Investments LLC Staffing and Training Plan details the processes the Human Resource Manager will use to manage human resources in order to provide the highest quality service and education to customers while acting in compliance with CCC regulations. The Human Resource Manager is assigned responsibility for maintaining and updating the Plan, which will ensure that John Williams Street Investments LLC has sufficient staff possessing the correct skill-sets and experience needed to ensure the success of all operations. John Williams Street Investments LLC encourages personal growth, development and empowerment for its employees. All employees are encouraged to provide input and suggest new policies and processes.

CONFIDENTIAL DATA STORAGE

Employee data will be stored in Microsoft Azure via Office 365's SharePoint document management system. Data stored within the Microsoft cloud is secured with HIPPA compliant security protocols. All employee data will be entered directly into Office 365 through an internet browser using Secure Socket Layer ("SSL") connections. All SSL connections are established using 2048-bit keys. Once data has reached Office 365 it will be encrypted with BitLocker which uses Advanced Encryption Standard with 256-bit keys.

FAIR EMPLOYMENT PRACTICES POLICY

John Williams Street Investments LLC is committed to providing all employees with a safe, healthy and economically beneficial working environment. Workplace safety and environmental standards are of utmost concern to John Williams Street Investments LLC, as the welfare of our employees greatly impacts our ability to operate successfully. Fair employment practices, including the prohibition against all forms of illegal discrimination, will be prioritized and enforced at all times through John Williams Street Investments LLC codes of conduct. All John Williams Street Investments LLC employees will receive access to generous benefits packages and rates of compensation that exceed state minimum standards. By providing equal access and fair treatment to all employees we will improve John Williams Street Investments LLC's success while enhancing the progress of individuals and the community in which our business operates.

COMPENSATION STANDARDS AND TIME OFF

The standard John Williams Street Investments LLC workweek is 40 hours of work. Overtime compensation is paid to nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked over 40 per week at a rate of one and one-half times the nonexempt employee's regular hourly rate. Each employee's hourly wage or annual salary will be reviewed at least once each year. Increases will be determined by the ability of the John Williams Street Investments LLC to financially support them on the basis of performance, adherence to laws, John Williams Street Investments LLC policies and procedures and the ability of employees to meet or exceed duties per job description and achieve performance goals. John Williams Street Investments LLC will provide all employees with competitive wages based upon position and tenure. Standard John Williams Street Investments LLC wages will start higher than the state minimum wage and grow as the business grows. By providing our employees with adequate compensation, we reinforce our commitment to investing in the progress of individuals and the establishment of a highly capable and experienced team. It is a goal of John Williams Street Investments LLC to establish long-term employment opportunities for all employees. John Williams Street Investments LLC intends to offer its regular full-time employees paid vacation after one year of employment, two weeks after three years and four weeks after five years of service. Additionally, John Williams Street Investments LLC will provide unpaid leave opportunities for all employees to care for the employee's child after birth or placement for adoption or foster care, to care for the employee's spouse, son, daughter or parent, who has a serious health condition, for a serious health condition that makes the employee unable to perform the employee's job and for a qualifying exigency or military caregiver leave.

BENEFITS

John Williams Street Investments LLC is committed to providing a generous employee benefit program for all employees and agents. As John Williams Street Investments LLC grows it intends to offer employees opportunities to participate in a 401(k) plans and other types of retirement programs with a John Williams Street Investments LLC funds match. Employees will also be presented with access to competitive health insurance programs and/or a health savings account (HSA) program for their entire family. 125 Flexible Spending Accounts will be established for participating employees, allowing participants to set aside pre-tax dollars to pay for certain types of expenses. John Williams Street Investments LLC will establish access to three plans: (1) for medical expenses, (2) for dependent care expenses and (3) for certain commuting expenses. John Williams Street Investments LLC will additionally provide employees with options for participating in long-term and short-term dental and vision coverage, disability

insurance and life insurance programs. Additionally, John Williams Street Investments LLC will establish an educational scholarship program for employees designed to reimburse certain educational expenses for programs that benefit employee progression in the John Williams Street Investments LLC, including but not limited to, child care subsidies and gym reimbursement. Bonuses are variable, generally won't exceeding 5% of an individual's total yearly salary but could exceed that if retail facility sales can support it. Additionally, all bonuses are at the sole discretion of the Manager.

POTENTIAL EMPLOYEE SCREENING AND MONITORING

It is critical for the security of John Williams Street Investments LLC that only the most qualified, credible, talented and culturally diverse people are hired to help avoid workplace theft, fraud or violence. It's equally important for the John Williams Street Investments LLC to conduct background screening on the contingent workers, including cleaning crews, facilities maintenance workers, auditors and other contractors who have access to the John Williams Street Investments LLC's property or represent the John Williams Street Investments LLC brand. Knowing the background of these workers is required to protect the integrity of the John Williams Street Investments LLC organization, as well as the safety of customers. Therefore, this workforce needs to be screened with the same due diligence as any other employee. To help attract, hire, land and retain the best employees John Williams Street Investments LLC has developed employment screening and monitoring processes to create a candidate experience that benefits potential employees and reduce John Williams Street Investments LLC's risk by utilizing a fast, scalable and compliant background screening solution. An efficient, thorough employment screening process can, above all else, help reduce the John Williams Street Investments LLC's overall workplace risk. Identifying risk early, prior to hiring an employee, protects the organization from risk related to physical safety, financial security organizational image or reputation and legal compliance.

COMPLIANCE

The Human Resources Manager will ensure compliance with local, state and federal laws regarding the hiring and employment screening processes. The most prominent legislation that John Williams Street Investments LLC must abide by is the Fair Credit Reporting Act ("FCRA").

PRE-SCREENING POTENTIAL CANDIDATES

The Human Resources Manager will pre-screen candidates by stating clearly to potential applicants what items and prerequisites will be needed to properly qualify the

employment application. This will streamline John Williams Street Investments LLC's application process by having applicants review the information and then determine whether or not they meet the qualifications. This is part of the proactive pre-screening process that ensures applicants who submit their information will prequalify based on the specific information needed later in the process. John Williams Street Investments LLC will integrate instant and automated employment screening products into the hiring process. Instant searches will be used to efficiently move forward in the hiring process by quickly confirming or validating basic information such as a Social Security number or name and address history. Automated searches will provide electronic delivery of process updates and results, eliminating time delays often associated with manual follow-up on important screening components such as employment or education verifications.

Criminal History

John Williams Street Investments LLC will screen candidates for criminal records to promote a safe, secure workplace by reducing employment-related risk linked to a criminal history. The following searches may be performed depending upon the type of position the candidate is seeking.

National Crime File Search

Some vendors can offer access to a nationwide database of criminal records gathered from across all 50 states. A variety of sources are utilized including Sex Offender Registries, state and county criminal courts and state-level departments of corrections. This search can provide instant results depending on the provider.

Felony and Misdemeanor Search

This county courthouse search includes a search of all felonies and misdemeanors on all indexes available at the main county seat court location.

Motor Vehicle Report

A Motor Vehicle Report (MVR) reveals the status of an applicant's driver's license and any violation history. This search should be conducted on all candidates who will have driving responsibility for John Williams Street Investments LLC, including those who will not only drive a John Williams Street Investments LLC vehicle but will also drive a personal vehicle on John Williams Street Investments LLC time or for John Williams Street Investments LLC purposes.

VERIFICATION AND QUALIFICATION SOLUTIONS

The Human Resources Manager may potentially utilize the following solutions depending on the level of security required for the position.

Social Security Number Verification (SSNV)

This search matches the input information against millions of consumer header credit files contained in the databases of nationwide credit reporting agencies. The SSNV returns other names and addresses associated with the identifying information used to request the report.

Credit Check

This search matches the candidate's information to information held by the Credit Bureaus and returns the candidate's credit report. Employment and/or Education Verification. These two products are used to verify the information provided by the candidate.

Employment Eligibility

An employment eligibility verification service will be used to streamline the Form I-9 process. The John Williams Street Investments LLC will participate in the E-Verify program to confirm every new hire's employment eligibility by sending the information used to complete the I-9 through the Social Security Administration (SSA) and Department of Homeland Security (DHS) databases.

SUBSTANCE FREE WORKPLACE

John Williams Street Investments LLC will strive for maintaining a safe working environment. In order to keep employees and customers safe John Williams Street Investments LLC will have alcohol, smoke, and drug-free workplace policies in place pursuant to CCC regulation 935 CMR500.105. Employees will be required to be sober while within the facility. Employees and managers will be required to immediately report any incidents involving alcohol, smoke and drugs to the Human Resources manager

ADJUDICATION AND ALERTS

John Williams Street Investments LLC will provide a criminal records adjudication policy as part of the screening process. FCRA mandated Adverse Action letters for candidates that fail to meet specific screening criteria set forth by the organization will be delivered to candidates.

MONITORING

A Monthly Compliance Exception Report is completed for the employment screening process. The report informs the Human Resources Manager which candidates have completed various parts of the screening process and which have not. The report also updates John Williams Street Investments LLC to which components are missing from a candidate's employment screening process. The Human Resources Manager will cause all required criminal and drug screens to be updated every two years. All employees are required to notify John Williams Street Investments LLC whenever they have any encounter with law enforcement. The Human Resources Manager will determine if a Level 2 background screening should be performed upon the employee's notice. A post-accident drug screening may be performed at the Human Resources Manager's discretion or if required for worker's compensation purposes.

STAKEHOLDER FEEDBACK

The Human Resources Manager in coordination with the Manager will solicit and record feedback from customers, vendors, consultants, community members and groups, law enforcement and other interested parties about the competence of John Williams Street Investments LLC and our staff. Feedback requested from stakeholder should address the quality of interactions with employees, any changes in John Williams Street Investments LLC policies or procedures directly affecting the stakeholder and the effectiveness of the John Williams Street Investments LLC overall.

OBSERVATION AND PERFORMANCE REVIEW

To evaluate the effectiveness of training through observation of employee performance, these evaluations should consider employee's adoption of policies, procedures, concepts and attitudes presented in the training for new employees; level of improvement, drive or lack thereof toward improvement in the performance of veteran employees; adoption of the training topics in practice and how well they are working; department managers and trainer observations of employee attitudes, methods or competency and the level of discussion between employees and department managers regarding training topics presented on an ongoing basis.

STAFFING PLAN

The staffing plan will develop in three phases which are hiring, training and professional development. Hiring of employees will only be done according to established procedure when a position in the employment structure is open or management determines a new position should be created. The training will provide policies and procedures to be reviewed at length. Professional development practices will then supplement this initial

training. The training and professional development will ensure that all John Williams Street Investments LLC staff grasp and comprehend the policies, procedures and relevant regulations to abide by for operations at the facility. Company Founder Cullen Schultz has created a process where hiring managers will be given resumes that do not have the applicants name or address on them. This will assure that the hiring manager will not use the candidates name to determine their ethnicity or use the candidates address to make an assumption on their socioeconomic background. John Williams Street Investments LLC will make sure that the best candidates are hired in a process that eliminates racial and socioeconomic biases.

STAFF ACQUISITION PROCESS

1. Identification of need;
2. Job classification and job description preparation;
3. Solicitation of the vacant position utilizing the method that best fit the position;
4. Reviewing resumes on qualified candidate;
5. Performing and recording reference checks on qualified candidates;
6. Scheduling first interviews with the Human Resources Manager;
7. Scheduling second interviews with strong candidate with the HR Manager and department hiring manager;
8. Delivery of an offer letter to the first choice candidate;
9. Performing criminal background check on selected candidate; 49
10. Send application to the state for registration with the CCC;
11. Completion of the probationary period.

The Staffing and Training Plan is based on business plan assumptions and best practices and may be adjusted by in accordance with actual operating needs. It is our policy to ensure that all employees receive professional and appropriate training on compliance with regulatory agency regulations, the therapeutic use of cannabis, safety, security, incident management and diversion and theft prevention.

HIRING

John Williams Street Investments LLC's Human Resource Manager will coordinate with the Manager to acquire all staff. The acquisition process may vary depending on the vacant position and special circumstances. The acquisition process will be managed by the Human Resource Manager and will always include: performing a criminal background check on the selected candidate to determine eligibility for CCC registration; application to CCC for registration; new hire orientation and training only upon successful registration; and completion of the probationary period. All staff and Managers must comply with all EEOC guidelines when managing employee issues. None of our policies or practices discriminate based on or conflict with laws regarding the following: race; height and weight; credit rating or economic status; religious affiliation or beliefs; citizenship; marital status and number of children; gender; arrest and conviction; security/background checks for certain religious or ethnic groups; disability; medical questions and examinations. Positions will only be filled according to the established protocols:

Background Check

Any applicant who has submitted a complete application for employment will have a professional background check conducted. This investigation will be in addition to verification that the potential employee is or will soon be licensed as a cannabis employee and thus allowed to work in the facility. The investigation will be conducted to ensure the potential employee does not have any felony convictions which would bar them from employment. The investigation will also check for any crimes of moral turpitude, whether misdemeanor or felony. Any indication of past crimes of moral turpitude will be a bar to employment. Once the applicant is determined to have passed a background check, a first interview will be initiated.

1st Interview

The first interview will consist of a face to face meeting with the Manager of the department the applicant is interviewing for a position in. No more than 5 applicants will be selected for a first interview. The purpose of this interview will be to help determine any potential employee's: 1) level of knowledge regarding cannabis operations; 2) existing skill set relevant to the duties of the job offered; 3) their capacity to learn new skills and grasp concepts (specifically regulatory concepts); and 4) potential for deception as an employee. At least 2 references will be contacted and details of the interview confirmed. A solid background (or an appropriate level of education/experience pertaining to the position offered), a clean record and indicia of honesty will be requisites for the second interview.

Final Interview

The final interview will be conducted by a Chief Business Officer (CBO) or Manager. No more than three candidates will be selected for the final interview. The CBO or Manager will ask a variety of questions intended to assess the applicant's ability to interact with others and work according to John Williams Street Investments LLC's policies. The final decision will be made by the CBO with input from the Manager who conducted the first interview. For management positions, the Manager and will jointly conduct the final interview with the department manager retaining the final decision after consulting with Manager. All potential employees must go through the entire process.

Maintaining of Financial Records

(pg. 57 of Business Development Plan)

A thorough recordkeeping plan maintains the regulatory integrity of the Adult use marijuana Program and creates a record of activities, transactions, and decisions which safeguards a company's information and also holds it accountable for its actions.

John Williams Street Investments LLC has established stringent recordkeeping protocols which demonstrate fidelity to compliance and security, and safeguard customer safety. Inventory protocols, electronic tracking system use, equipment maintenance, and other extensive business records will be created and maintained in full compliance with Cannabis Control Commission ("Department"), OSHA and local regulations.

In compliance with 935 CMR 500, John Williams Street Investments LLC will maintain a daily log of each day's beginning inventory, acquisitions, amounts purchased and sold, disbursements, disposals, and ending inventory. John Williams Street Investments LLC will also record prices paid and amounts collected customers.

The inventory protocols require all inventories and inventory audit records to be retained as part of recordkeeping policies and to ensure oversight of facility management and personnel, in compliance with 935 CMR 500. As part of this comprehensive recordkeeping plan, John Williams Street Investments LLC will maintain critical business operations including:

- Inventory tracking, from purchase order to sale;
- Human resources data for all employees;
- Access Control System records;
- Transaction records;
- Standard Operating Procedure Compliance;
- Recall procedures and documents pertaining to recall actions; and
- Waste management, specifically including records of marijuana products destroyed at the retail facility. Keeping complete, detailed, and organized records of inventory and all dispensing transactions is critical to ensuring that customers receive the highest quality marijuana products in its purest forms.

- For retail JWSI is prohibited from utilizing software or other methods to manipulate or alter sales data. 935 CMR 500.140(6) (required for retail only)
- For retail, if JWSI 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 (required for retail only)
- For retail JWSI 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)
- For retail, JWSI shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales. 935 CMR 500.140(6) (required for retail only)

ENTERPRISE RESOURCE PLANNING

John Williams Street Investments LLC will utilize a point of sale software system that functions as an Enterprise Resource Planning ("ERP") suite, which will use bank-level encryption to comprehensively manage all inventory and satisfies HIPAA- security standards.

Standard cannabis based point of sales systems track every purchase of every product in inventory within the retail facility, both as active inventory and in back stock, every sale, in addition to tracking adult use marijuana waste or recalled products scheduled for return to grower/processors.

John Williams Street Investments LLC will utilize a point of sales system that supports real-time monitoring of inventory, along with sales totals and customer counts. These platforms allow authorized employees to track purchasing habits and accurately predict demand. The analysis of historical sales data and inventory trends will be effective for forecasting inventory needs.

Business management platform data and records will be stored electronically and be subject to electronic backup requirements. However, employees will be required to adhere to the same recordkeeping policies and procedures for printed, hand-written, or other analog records.

ACTIVE AND INACTIVE RECORDS / RETENTION PERIOD

An active record is one that is needed for operations and is frequently used. An inactive record is not needed to operate the business and is preserved until the expiration of its

retention period. Unless specifically exempted, all records will be deemed inactive 180 days after their last use.

John Williams Street Investments LLC applies a four (4)-year retention period to all electronic records including the video files from the surveillance cameras and the records of physical access controls (for example, the daily log showing which employees used their identification credentials to open which doors). At the conclusion of the retention period, John Williams Street Investments LLC will determine, on a case-by-case basis, whether certain categories of inactive records should be destroyed or preserved.

DIGITAL RECORDS

Cannabis point of sale systems typically utilize proprietary programming and computer coding. The data records are stored in the cloud and are indecipherable without decoding.

At the conclusion of each business day, a retail facility manager downloads a daily report in a Portable Data File (.pdf) capturing all of the day's activities and operations, including all transactions with customers and vendors. Also, a retail facility manager will upload the daily report to the company's server, in a secure file that can only be accessed by either of the Executive Officers.

ACCESS CONTROL

A retail facility employee's access to a point of sale system and retail facility records is defined by the employee's job function; this is commonly known as Role-Based Access Control. For instance, a customer-facing retail facility technician will have access to customer sales records; inventory managers will have access to inventory management records; security personnel will have access to visitor logs and stored surveillance system files.

Each employee, manager, and executive will have unique log-in credentials consisting of a unique username and password. Logs of users logging into the point of sale software will be archived to establish accountability records.

ADULT USE MARIJUANA PRODUCT INVENTORY RECORDS

John Williams Street Investments LLC will create and maintain written and electronic records of all inventories and include the date of the inventory, a summary of findings, and the employee identification numbers and titles or positions of the individuals who conducted the inventory review. To ensure the proper management of inventory, all items that enter and leave company facilities will be tracked, monitored, and systematically arranged.

Through employee training, the company will create a thorough understanding of both the electronic tracking system and the business management platform. By preparing employees to input accurate data daily, John Williams Street Investments LLC can ensure the tracking system and business management platforms match and reflect the correct acquisitions, sales, waste and losses. Adult use marijuana products will be received and logged into inventory point of sale system as a lot, batch, or grouping of products. The inventory will be placed into a product storage bin/container, and identified as back stock or ready-for-sale, active inventory. Only active inventory batches, lots, or groups will be used to fulfill orders from customers.

ADULT USE MARIJUANA INVENTORY AUDITING (ACTIVE INVENTORY)

Sellable inventory will be divided into two (2) separate types: active inventory and back stock. Active inventory is the inventory that will be utilized to stock the sales floor. Back stock will be the items that remain static in storage until active inventory is depleted and requires restocking.

RECEIPT AND SALE OF ADULT USE MARIJUANA

All adult use marijuana products will be tracked and monitored in the electronic tracking system and by physical inventory audits. Each activity associated with any adult use marijuana product will include a digital time, date, and location stamp within the Business Management Platform.

This timestamp will be used to produce a receipt that may be printed and made available to the CCC, law enforcement, and company management. Data reflected on platform receipts will also be used to produce transport manifests as required by. Included in auditing procedures is the accurate documentation of transportation dates, approximate times of departure/arrival, transport vehicle specification, delivery route information, and other data that may pertain to the successful tracking and monitoring of company inventory.

Inventory procedures include counting, storage, and facilitating of funds transferred to and from John Williams Street Investments LLC funds will be managed by employees trained to receive, deliver, count, sort, document, and securely store cash, checks, and other methods of payment. Money will be accounted for and recorded via multilevel auditing and secure accounting procedures. Funds will be counted and temporarily stored in lockable bank bags in the safe or vault area of the retail facility until the funds are safely transferred to the next individual, as defined in currency chain of custody procedures. Funds used for the purchase of adult use marijuana products will be linked to specific items, lots, and batches within our business management platform.

John Williams Street Investments LLC will select a cannabis point of sale system that will clearly demonstrate the exact products sold, the price of the items, methods of payment, and account details of other adult use marijuana organizations where funds were received or paid. Receipts of purchases and sales will be made readily available to adult use marijuana organizations, law enforcement officials, and the CCC. Receipts will be observed for their accurate reflection of the transfer of adult use marijuana products and funds as part of daily sales and inventory reports.

RECORDKEEPING OF TRANSPORT

John Williams Street Investments LLC will keep detailed records of all transport of adult use marijuana products, including:

- Transport Manifests;
- Receipts;
- Invoices;
- Bills of Lading;
- Shipping Invoices; and
- Packing Slips or any other shipping documents.

ACCOUNTING DATA

John Williams Street Investments LLC is committed to the transparency of accounting data and adhering to Generally Accepted Accounting Principles (GAAP) in financial reporting. To achieve this goal, the company will hire an accountant or accounting company who will provide John Williams Street Investments LLC a wide range of tax, accounting, audit, business advisory, planning, payroll and support services to manage company financials and reporting.

All financial records will be maintained on secure, internal computer networks and will be duplicated using the electronic records backup system, ensuring John Williams Street Investments LLC will never experience a catastrophic loss of financial data.

The following business records shall be maintained within our accounting platform pursuant to 935 CMR 500:

- Assets & Liabilities
- Monetary transactions
- Books of accounts / Chart of accounts

- Sales records
- Salary and wages paid to each employee

APPROVED VENDORS

Sourcing the most qualified and effective vendors to service all aspects of operations, especially facility security and equipment maintenance, is imperative to successfully serving the consumers of the Commonwealth. Only owners, principals, and designated employees will be permitted to enter into business contracts on behalf of John Williams Street Investments LLC. They will be required to ensure vendors register with the company and are designated as an approved vendor by the Department, prior to providing goods or services. Completed vendor records, W-9 forms, and all other accounting records will be maintained by accounting personnel in compliance with IRS and any other regulatory requirements.

A list of approved vendors will be kept on site for easy reference by the Retail facility Manager and management personnel. This list will include, but is not limited to, the following vendor types:

- Marijuana Transport;
- Waste Disposal;
- Pest Management;
- Security System Service & Repair;
- Security Firm;
- IT Firm;
- Software Technical Support;
- Facility Services

Energy Compliance Plan

(pg.22 of Business Development Plan)

Policies and procedures for energy efficiency and conservation that will include:

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

Quality Control and Testing Procedures

(From pg.10 of Business Development Plan)

John Williams Street Investments LLC will comply with the following sanitary requirements:

1. Any of John Williams Street Investments LLC's agents whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000. Any of John Williams Street Investments LLC's agents working in direct contact with preparation of marijuana or non-edible marijuana products will conform to sanitary practices

while on duty, including:

- a. Maintaining adequate personal cleanliness; and
- b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any

other time when hands may have become soiled or contaminated.

3. John Williams Street Investments LLC's hand-washing and/or sanitation facilities will be adequate and convenient and will be furnished with running water at a suitable temperature or hand sanitation fluids. Handwashing facilities will be located in John Williams Street Investments LLC production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;

4. John Williams Street Investments LLC's retail facility will have sufficient space for placement of

equipment and storage of materials as is necessary for the maintenance of sanitary operations;

5. John Williams Street Investments LLC will ensure that litter and waste is properly removed and

disposed of so as to minimize the development of odor and minimize the potential for the waste

attracting and harboring pests. The operating systems for waste disposal will be maintained in an

adequate manner pursuant to 935 CMR 500.105(12);

6. John Williams Street Investments LLC's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;

7. John Williams Street Investments LLC's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;

8. John Williams Street Investments LLC's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;

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

10. John Williams Street Investments LLC will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;

11. John Williams Street Investments LLC will hold all products that can support the rapid growth

of undesirable microorganisms in a manner that prevents the growth of these microorganisms;

Testing John Williams Street Investments LLC will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise

marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

12. Ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area. 935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)

13. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. 935 CMR 500.105(3)

14. Water supply shall be sufficient for necessary operations. 935 CMR 500.105(3)

15. 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)

16. 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)

17. JWSI 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

Qualification and Intended Training for Agents

(From pg.53 of Business Development Plan)

JWSI shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of their job function of each marijuana establishment agent, in accordance with the applicable Code of Massachusetts Regulations and at a minimum shall include a Responsible Vendor Program under 935 CMR500.105(2)(b), as otherwise provided by this Business Plan. At a minimum, JWSI staff shall receive eight (8) hours of on-going training annually. 935 CMR 105(2)(a).

Position(s):

Chief Executive Officer/Manager (1 position): The Chief Executive Officer/Managers (the CEO) will be in charge of overseeing the GM's and employees, inventory, products and money. Qualifications for a GMs include but are not limited to: experience in or with the marijuana retail industry, knowledge of a POS systems, leadership, following policy and procedures, inventory, refined communication skills, completed the Responsible Vendor Training Program, as further described in this Business Plan and otherwise educated and trained with the Adult-Use program regulations. At a minimum, JWSI staff shall receive eight (8) hours of on-going training annually. 935 CMR 105(2)(a).

Chief Business Officers/General Managers/Store Managers (1-3 positions):

The Chief Business Officers/General Managers/Store Managers (the GMs) will be in charge of overseeing the employees, inventory, products and money. Qualifications for a GMs include but are not limited to: experience in or with the retail industry, knowledge of a POS systems, working with staff, following policy and procedures, inventory, scheduling, basic accounting, refined communication skills, completed the Responsible Vendor Training Program, as further described in this Business Plan and otherwise educated and trained with the Adult-Use program regulations. At a minimum, JWSI staff shall receive eight (8) hours of on-going training annually. 935 CMR 105(2)(a).

Agent Training; Retail Staff (0-3):

At The Time of hiring the following training shall be required of Retail Staff Agents:

- New Retail Staff Agents shall be required to complete an initial training regimen prior to performance of job functions, including, point of sale, customer service, etc.
- JWSI shall require that Retail Staff shadow a trained Agent in a similar role with similar responsibilities as the new Retail Staff Agent.
- JWSI shall require training to include training including, an in-depth review of the Adult-Use program regulations.
- JWSI Retail Staff shall be required to complete training in incident de-escalation techniques and emergency procedures.
- JWSI shall require documentation, that shall be included in the Retail Staff Agent's personnel file, that includes records of all required training, and a signed statement of the individual hired indicating the date, time, and place he or she received the required training and the topics discussed, including the name and title of trainers/presenters.
- JWSI shall require Retail Staff to receive, at a minimum, 8 hours of on-going, relevant training annually.
- The Director of Operations and the Human Resource Manager will determine the annual training agendas for Retail Staff.
- At a minimum training shall include a Responsible Vendor Program under 935 CMR 500.105(2)(b), as otherwise provided by this Business Plan. At a minimum, JWSI staff shall receive eight (8) hours of on-going training annually. 935 CMR 105(2)(a).

All new hires will be required to go through a training period. Potential employees will be advised of all employment policies, the life cycle of cannabis and its growth process and the proper procedures to employ while performing their duties. Educational training will consist of presentations given by the department manager. The presentations will be supplemented with hands on training to demonstrate the material included in the presentations. All employees will go through additional training with their Manager based on the employment role.

Being in an industry that is constantly changing requires companies to be aware of recent market developments and trends throughout the industry. John Williams Street Investments LLC takes a proactive approach to continually provide progressive training and interactive learning to our employees. This is conducted both at the individual facilities by certified John Williams Street Investments LLC trainers, but also electronically and telephonically when necessary. By exposing employees to constant training and developments, John Williams Street Investments

LLC values its employees and encourages their retention with John Williams Street Investments LLC.

By training employees, it allows them from day one to have the ability to learn processes and procedures in order to take on additional responsibilities throughout the course of their employment with John Williams Street Investments LLC. With the ability to grow within John Williams Street Investments LLC and move at their own pace, John Williams Street Investments LLC encourages retention of all employees.

Our collaborative training program is designed to educate employees on best practices for maintaining their personal safety and the safety of John Williams Street Investments LLC products, including comprehensive emergency and incident management training. Training sessions may include virtual web collaborations, onsite experience and OSHA Occupational Safety Training.

John Williams Street Investments LLC Employee Training

No John Williams Street Investments LLC employee or consultant may work on-site prior to receiving orientation training, taking the responsible vendor training, or when any required critical training is eight weeks or more past due. The HR Manager will provide all relevant and adequate training for each individual involved in John Williams Street Investments LLC operations. Training will be tailored to the roles and responsibilities of the job function of each employee and at a minimum must include training on confidentiality, security controls, emergency response protocols and regulatory agency regulations as well as Federal statutes regarding the use of cannabis. Each employee will receive a minimum of eight hours of ongoing training annually or as deemed necessary by John Williams Street Investments LLC Managers.

Module Based Training

John Williams Street Investments LLC employs a strategy of module based training. Each module will cover a single topic in – depth.

Training modules include:

1. New employee orientation;
2. Train the trainer;
3. Monthly department meetings;
4. Compliance, regulation and law;
5. Confidentiality;
6. Safety;

7. Security;
8. Emergency and incident management;
9. Inventory management and diversion prevention;
10. Cannabis science;
11. Community and customer relations;
12. Recordkeeping;
13. Product handling and sanitation; and
14. Transportation.

John Williams Street Investments LLC may develop and implement new modules as deemed necessary. General employee training will largely be department focused and relevant to the operational processes each employee will follow on a daily basis. John Williams Street Investments LLC will reassess all modules annually in order to determine if the updated training is necessary to maintain a compliant operation.

Training Evaluation

In order to achieve the high standards of quality, efficiency and compliance John Williams Street Investments LLC sets forth, the Human Resources Manager shall evaluate the training program annually. Based on the results of this evaluation, the HR Manager will implement any necessary changes and determine the need for re-training of staff. The Manager must approve any major training program changes. John Williams Street Investments LLC cannabis science training must address the endocannabinoid system, clinical trial information, efficacy and dosing, strains and genetics, methods of use and types of products, condition management and side effects. The Human Resources Manager will solicit and record feedback on the quality and efficacy of a training module from employees that received the training. Feedback may be solicited utilizing post training group discussions, individual interviews and anonymous surveys.

Oversight

The management structure assigns responsibility for the different aspects of operation to individual Managers and staff so that every employee on every level will be accountable to a higher position. Each department has defined responsibilities and must report to management on a weekly basis regarding the duties they were assigned and progress.

The Operations and Management Practices Plan outlines the entire process and procedures to employ. The plan also defines the employment structure and the relation of employment policies to operations. The manual details the administrative processes to be employed in various situations, including disciplining employees. All discipline will be handed down by the department manager or HR Manager to help keep relations between department Managers and ground level employees smooth.

Employee Manual

Upon licensing and commence of operations, all John Williams Street Investments LLC Staff will undergo a mandatory training period. During the first day of training, an employment manual will

be issued to employees. The Employment manual will set forth John Williams Street Investments

LLC policy regarding administrative matters, including terms of employment, what is expected of employees and procedures for discipline. Each employee 54 must read through the manual and sign a contract acknowledging they have received, read and understand the John Williams Street

Investments LLC policies.

Operations Manual

The second stage of training will be an educational portion regarding cannabis and procedures. The manual will begin with a background of commercial cannabis, identify relevant legal regulations, break down the John Williams Street Investments LLC structure/roles of employees and set forth Standard Operating Procedures for each phase of operation.

Standard Operating Procedures will provide a detailed breakdown of the duties (what), methods (how) and schedule (when) by which each employee will perform the tasks of their respective positions. The HR Manager will develop training curriculum to educate new employees. Managers will be actively training the new employees on the tasks expected of them and answering questions. At the end of the training period, the prospective employees will be given a short test regarding the policies and procedures, passage of which is a prerequisite for employment.

SYSTEMS TRAINING

Inventory System

The HR Manager and department managers will be responsible for developing and conducting training programs for each employee who will be using a to be determined point of sale (“POS”) and inventory management software. POS representatives will train management in the various uses of the software and provide training manuals and other materials to assist in training employees. All General Management and Managers will be responsible for knowing how to properly operate the POS software.

EMERGENCY TRAINING

The operating hours for the dispensaries will typically be 11 hours a day, 7 days a week. A limited number of employees will be necessary for nights and weekends but operations will continue. Security will be hired in-house and via a police detail as needed. All employees 55 employed by John Williams Street Investments LLC will go through a security training/debriefing with security regarding the features of the facility, the role of security in operations and procedures in case of an emergency.

In the case of an emergency, employees will have several methods for contacting local law enforcement. The most common will be immediate referral to on-site security personnel. Security personnel have been trained or hired to provide such services. In the event security is not immediately reachable, staff will be trained to alert local authorities. In no event should an employee attempt to handle or confront an emergency situation. All matters should be referred to security or local law enforcement.

Each new hire will begin work on a three-month trial period of employment. At the end of the three months the department manager will conduct an assessment of the employee’s performance.

FOOD HANDLING

All employees whose job includes contact with cannabis products (edible or otherwise), production or packaging must be trained in food handling requirements found in applicable laws and regulatory agency regulations.

INVENTORY LOSS OR IRREGULARITIES AND REPORTING TRAINING

Operational policies will restrict employee access to areas where they have legitimate work tasks. All areas where cannabis is stored will be locked and monitored via Closed Circuit Television. The background checks and hiring process will weed out applicants with criminal or amoral histories. Employment policies will outline the consequences of employee theft and the security briefing will make employees aware of the seriousness of the matter. Cumulatively, these policies will assist in preventing employee theft of cannabis, cannabis product or growing materials.

All staff is responsible for notifying the agent-in-charge of any loss or theft of cannabis from the retail facility so that they can promptly document and report the loss or theft to the appropriate manager and the regulatory agency. Employees will have a whistleblower policy in place to ease the concerns of any employees who suspect diversion of cannabis or cannabis products from the facility by another employee. The report will also be submitted to the Compliance Officer for further review and investigation.

PROFESSIONAL DEVELOPMENT

The purpose of the professional development stage is to provide continued education to John Williams Street Investments LLC employees regarding new operational methods, changes in rules/regulations and innovations in techniques. John Williams Street Investments LLC will evolve with the industry, embracing new technologies or processes that increase efficiency. The results will be reported to the HR Manager where necessary to determine if a promotion, raise, demotion or termination is warranted.

Every three months, department managers will evaluate employee performance. The results will be reported to the HR Manager. When necessary, the Manager or CBO will be consulted to decide if a promotion, raise, demotion or termination is warranted. Training will be used to address any deficient performance and educate the employee about the proper methods to use.

Hands-on instructional training to address any problems in technique or method by which an employee is performing a task.

Group meetings to ensure all employees are communicating and aware of any changes. Each department will hold group meetings on a weekly basis. The entire facility will meet as a group at least once a month to address the state of affairs.

Diversity Plan

(from pg.30 of Business Development Plan)

JWSI is an equal employment opportunity business and makes every effort to select, train, compensate and terminate without discrimination, and instead based on employment qualifications and performance as well as business needs. Employment decisions are made without regard to religion, race, color, sex, national origin, age, sexual orientation, marital status, citizenship status, veteran status or disability. JWSI complies with all federal, state and local laws and ordinances concerning equal employment opportunities.

John Williams Street Investments LLC has set a goal to employ qualified people of color (for example, Black, African American, Latinx, and Indigenous people), women, Veterans, persons with disabilities, LGBTQ+ people minority and ensure these groups are not excluded. The company will do so by conducting various outreach, career preparation and hiring activities in the City of Fall River and other communities of Diverse Population, as defined below, in compliance with 935 CMR 500.105(4).

JWSI acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of JWSI's business. Any actions taken, or programs instituted, by JWSI will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Diversity Goals: John Williams Street Investments LLC is committed to act in pursuit of the following goals:

Goal #1: Hiring:

John Williams Street Investments LLC has set a goal to provide job opportunities and/or hire a minimum of 12.5% of qualified employees of diverse populations, specifically, 2.5% people of color ; 2.5% women; 2.5% veterans; 2.5% persons with disabilities; and/or 2.5% LGBTQ+ people ("Diverse Population").

The Manager of John Williams Street Investments LLC and/or its Human Resources personnel shall be responsible for pursuing and achieving Diversity Goals.

John Williams Street Investments LLC further pledges to ensure its field of hiring candidates is as diverse as possible under CCC regulations by conducting activities aimed at outreach, career development and hiring in the local community. Also see separate JWSI's Positive Impact Plan.

Goal #2: Contracting:

JWSI will contract with businesses owned or operated by members of Diverse Populations, for purchasing wholesale marijuana products and for operational and maintenance services of the JWSI facility, including, 20% of contracts with businesses that are majority-owned and controlled by members of Diverse Population (referred to as “Diverse Businesses”).

Program:

- John Williams Street Investments LLC will host, at a minimum, two career events per year in the City of Fall River and/or in areas of Diverse Population, for the purposes of workforce outreach, career development and hiring. An online component via Zoom or similar application will be incorporated to account for any restrictions on public gatherings.
- JWSI will advertise two weeks in advance of said event in the local newspaper, such as the Fall River Herald News, postings on social media, and physical flyers all in compliance with marketing regulations at 935 CMR 500.105(4). Said outreach efforts will explicitly include the company’s goal to encourage minorities, veterans, the disabled and women. All advertisements for employment will specifically state that the jobs are for individuals 21 years of age or older.
- John Williams Street Investments LLC will post monthly advertisements in local newspapers, such as the Fall River Herald News, The Sun Chronicle, stating that we are specifically looking to hire Massachusetts residents who are members of the Diverse Population. All advertisements for employment will specifically state that the jobs are for individuals 21 years of age or older. The job openings will only be marketed to individuals over the age of 21.
- John Williams Street Investments LLC will gather, compile and share demographic data, and analyze and consider any patterns or trends in the data.
- John Williams Street Investments LLC will increase staff awareness of the importance of inclusion and diversity with newsletters, posters and/or discussions with staff.
- Analysis of employee exit surveys will be done to develop recommendations and plans to improve retention of quality staff.
- Share employment data and analysis and work with management to create and implement plan to further diversity.
- JWSI will utilize the Massachusetts Supplier Diversity Office and other available resources, including the CCC’s public documents, to find and prioritize the engagement of qualified contractors, vendors and wholesale suppliers that are Diverse Businesses (defined above).

Metric:

JOHN WILLIAMS STREET INVESTMENTS LLC will annually provide a timeline narrative of its hiring activities and statistics over the trailing 12 months. This Narrative will include the following information by quarter:

- JWSI will document the number of employment opportunities posted in the local newspapers, such as Fall River Herald News.
- Approximate number of employees working during this period, and of this number:
 - Number of employees who are people of color, particularly Black, African American, Latinx and Indigenous people;
 - Number of employees who are Veterans.
 - Number of employees who are Persons with disabilities.
 - Number of employees who are Women.
 - Number of employees who are LGBTQ+ people.
- JWSI will document the number of contractors, vendors and suppliers that are Diverse Businesses, that JWSI contacts for products and services and the number of Diverse Businesses that JWSI engages for products and services, and determine if the percentage goals for contracts with Diverse Businesses is achieved.
- Summaries of hiring & outreach events held complete with publicity efforts, marketing materials and attendance statistics broken down as above.
- Total number of applicants vs. total number of applicants declaring or representing themselves belonging to diverse populations.
- JOHN WILLIAMS STREET INVESTMENTS LLC will report annually on challenges, obstacles or any other issues it identifies that impede the company's stated goals. JOHN WILLIAMS STREET INVESTMENTS LLC will assess the demographics of its employees to determine whether it is meeting its goals of diversity. JOHN WILLIAMS STREET INVESTMENTS LLC will annually analyze the staffing statistics and based that analysis, determine next steps to either maintain or achieve the goals of diversity. JOHN WILLIAMS STREET INVESTMENTS LLC will assess and review its progress as required by the Cannabis Control Commission. JOHN WILLIAMS STREET INVESTMENTS LLC will make best efforts to demonstrate to the Commission the success of this diversity program.