

**TOWN OF LITTLETON PLANNING BOARD
ADULT-USE MARIJUANA ESTABLISHMENTS**

**LITTLETON APOTHECARY, LLC.
SPECIAL PERMIT APPLICATION
AND SUPPORTING DOCUMENTS**

**PROPOSED LOCATION:
160 AYER ROAD, SUITE 4
LITTLETON, MA 01460**

SUBMITTED BY:

**CHRISTINE NORDHAUS
43 STARR HILL
LITTLETON, MA 01460**

**(978) 621-1779
CHRISTINENORDHAUS@GMAIL.COM**

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Date: September 15, 2020

Mark Montanari, Chair
Littleton Planning Board
Littleton Town Offices
37 Shattuck Street
Littleton, MA 01460

RE Littleton Apothecary, LLC, 160 Ayer Road (“Littleton Apothecary” or “the Applicant”), Condominium Unit 4;
Special Permit Applications for Adult Use Marijuana Establishment (Marijuana Retail Establishment) and Aquifer and Water Resource District Use, along with Site Plan Modification Review; Assessor ID R22 1-1-4; Industrial B (IB) Zoning District;

CC: Town Clerk for formal filing of applications pursuant to MGL Ch. 40A.

ATTN: Ms. Maren Toohill, AICP, Town Planner.

Dear Planning Board Members:

Please find enclosed the three above-referenced applications for Littleton Apothecary Marijuana Retail Establishment. This submission is a narrative of the use and evidence of its compliance with the applicable provisions of the Littleton Zoning Bylaw. Littleton Apothecary is seeking to be placed on the Littleton Planning Board’s agenda in early November that its applications be heard. Given the Applicant’s belief that its applications are complete and compliant and meet all of the requirements under the bylaw, and given Littleton Apothecary’s license applications with the Cannabis Control Commission (CCC) under 935 CMR 500 are filed and expected to issue very soon, Littleton Apothecary hopes, desires and kindly requests the Planning Board hear and approve the applications at their November meeting and file its decisions as soon as conveniently possible with the town clerk so that it may finalize the zoning process and proceed with the interior modifications and begin operation of its facility as soon as possible following issuance of its license from the CCC. Applicant is not aware of any opposition or concerns from nearby property owners and believes there are none.

Enclosed please find the following materials accompanying this application form with necessary fees.

Application for Adult Use Marijuana Establishment (Article XXVIII) for Retail with applicable fee.

Aquifer and Water Resource District Use and Special Permit (GPR Engineering) with applicable fee.

Site Plan Modification Review (GPR Engineering) with applicable fee.

Abutter List for Special permit (300-foot radius and 1500-foot radius).

Completed Adult Use Marijuana Application Checklist for this Marijuana Retail Shop Application and inclusion of supporting/required submission contained in the applicable items of the checklist.

Site Location and Use: A six-unit, single story, commercial/industrial condominium constructed in 1985 with two owners of the 6 units under the Littleton Industrial Condominium Master Deed established in 1985. Athena Assets LLC owns units one through four (Littleton Apothecary is leasing unit four) and J&V Kouyoumjian Partners owns units five and six. The parking spaces for Littleton Apothecary use meet the parking requirements under the Littleton Zoning Bylaw. Littleton Apothecary expects to have approximately 8 employees on site at peak hours of operation which meets the parking capacity.

Article XXVIII Adult Use Marijuana Establishments [Added 10-30-2017 STM, Art. 13; amended 5-7-2018 ATM, Art. 20]

§ 173-194 Purpose. The Applicant's meets subsections A through E of this section as the site is allowed by special permit in the IB zone, is completely enclosed in unit 4 with the ability for delivery and employee entrance in rear and customer entrance in front, and exceeds the parking requirements for retail establishments. No on-site consumption and proper disposal of all damaged or outdated products from the shop will be removed from site and properly disposed under the bylaw, CCC regulations and security plan. A security plan has been filed with the Littleton Police.

§ 173-195Applicability. The Applicant's use and site are subject to the bylaw and meets the bylaw's requirements.

§ 173-196 Siting. The Applicant's use (Marijuana Retail Establishment) is not listed in subsection B on siting.

§ 173-197 Limitations on Marijuana Retailers. A. The Applicant will be the first Marijuana Retailer within the Town. B. Applicant will not deliver marijuana or cannabis products to consumers nor offer them for consumption on the premises of Littleton Apothecary.

§ 173-198 Administration and procedure.

A. A Marijuana Establishment may be allowed in locations set forth in § **173-196** by special permit from the Planning Board (the "SPGA") in accordance with M.G.L. c. 40A, § 9, only subject to the procedures, regulations, requirements, conditions and limitations set forth herein. Only an applicant holding a valid license from the Cannabis Control Commission issued pursuant to M.G.L. c. 94G and 935 CMR 500 et seq., is eligible to apply for a special permit pursuant to this Article. The Applicant is in compliance, and shall maintain compliance, with the foregoing provisions.

B. Applicants for a special permit pursuant to this Article **XXVIII** are strongly encouraged to meet with the SPGA at a public meeting to discuss the proposed application for a new Marijuana Establishment and to discuss in general terms of the proposed Marijuana Establishment prior to the formal submission of an application. Applicant met with the Planning Board on September 10, 2020 for this purpose.

C. In addition to the standard Special Permit Application form, an applicant for a special permit under this Article shall also submit the following:

(1) A copy of the final, executed Host Community Agreement ("HCA") between the applicant and the Town of Littleton. Applicant has included the signed HCA. Applicant held a Community Outreach Meeting on July 23, 2020, in compliance with CCC regulations.

(2) A written description of the status of its application to the Cannabis Control Commission relative to the establishment at issue, or a copy of such license, as applicable. Applicant has included.

(3) A list of any waivers of regulations that the applicant seeks to obtain from the Cannabis Control Commission, or a copy of any such waivers that the Commission has issued to the applicant, as applicable. There are no such waivers.

(4) Copies of all policies and procedures approved by the Cannabis Control Commission including without limitation the Marijuana Establishment's operating and safety procedures, or copies of such policies and procedures that the applicant intends to submit to the Commission, as applicable. Applicant has included.

(5) For applications for a Marijuana Cultivator, a Craft Marijuana Cooperatives, or a Marijuana Micro-Business, information demonstrating that the applicant has considered the following factors in its design and its operating plan. Not Applicable to Applicant's Retail Establishment.

(6) The quantity and source or sources of all marijuana and marijuana products that will be sold at the proposed Marijuana Establishment, as applicable. Applicant has included a letter from Police Chief Pinard addressing this requirement.

(7) The quantity of marijuana and marijuana products that will be cultivated, processed, manufactured, packaged, transported, tested, or studied at the Marijuana Establishment, as applicable Not Applicable except for transportation to Littleton Apothecary. This requirement is addressed in letter from Chief Pinard.

(8) Written statement confirming that no marijuana or marijuana products will be smoked, burned, or consumed on the premises as part of the cultivation, manufacturing, testing or researching operations, as applicable, or a statement explaining how any such uses have been authorized by the Commission. Applicant has included and no products will be smoked or consumed, just sold.

(9) Names and addresses of each owner of the Marijuana Establishment, and where the owner is a business entity, the names and address of each owner of that establishment.

Applicant has included.

(10) If applicable, a copy of the Applicant's Articles of Organization, a current Certificate of Legal Existence from the Commonwealth, and the most recent annual report. Applicant has included.

(11) Copies of all licenses and permits issued to the Applicant by the Commonwealth of Massachusetts and any of its agencies. Applicant has included.

(12) Evidence that the applicant has site control and the right to use the proposed site as a Marijuana Establishment. Such evidence shall be in the form of a deed, purchase and sale agreement, lease, or other legally binding document. Applicant holds a Lease of Unit four with owner, Athena Assets LLC and has included.

(13) In addition to what is otherwise required to be shown on a site plan pursuant to Article **IV**, the applicant shall provide details showing all exterior proposed security measures for the premises, including but not limited to lighting, fencing, gates and alarms to ensure the safety of employees and patrons and to protect the premises from theft or other criminal activity. The site plan shall further delineate various areas of the Marijuana Establishment (indoors and outdoors) such as public access areas, employee only access areas, storage, cultivation, preparation, waste disposal, administrative, transportation, loading and parking areas. Site plans and/or application narrative shall contain sufficient information so that the SPGA can evaluate the design and operational standards contained in this Article **XXVIII**. Applicant has included a site plan prepared by GPR Engineering and has submitted a security plan to the Littleton Police Dept.

Please see enclosed letters from Police Chief Pinard, Building Commissioner Ed Mullen and Fire Chief Wodzinski. (14) Certification to the SPGA that the applicant has filed copies of the special permit application as required by § 173-198D. Applicant requests permission to file for November hearing date, shall promptly record the special permit and site plan decisions with the Middlesex County Registry of Deeds and with building permit applications.

D. Upon the filing of the special permit application with the SPGA, the Applicant shall simultaneously deliver copies of the full application to the Board of Selectmen, the Building Commissioner, the Board of Health, the Police Department and the Fire Department. Applicant shall comply.

§ 173-199 Special permit requirements.

A. No Marijuana Establishment shall be located within 500 feet of any lot containing a school licensed child care facility; public park, playground, athletic field or other public recreational land or facility; any use or facility where persons under the age of 18 commonly congregate to participate in scheduled or structured activities; religious facility; drug or alcohol rehabilitation facility; correctional facility, halfway house or similar facility; or any other noncollocated Marijuana Establishment or RMD. For purposes of this section, distances shall be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the Marijuana Establishment is or will be located. Applicant's site at 160 Ayer Road meets these distancing requirements.

B. The SPGA may reduce the minimum distance requirement in § 173-199A as part of the issuance of a special permit in the following instances only. Not applicable since Applicant's site meets distancing requirements.

C. Marijuana Establishment that seeks to expand or alter its operations so as to come within a new class or sub-class of Marijuana Establishment, as identified 935 CMR 500.050(d), shall obtain a new special permit prior to undertaking such expansion or alteration. Applicant acknowledges and shall comply if expanding/altering in the future.

F. No smoking, burning, or consumption of any marijuana product shall be permitted at any Marijuana Establishment, except as may be authorized by 935 CMR 500 et seq for purposes of cultivation, testing, research, or manufacturing. Applicant shall comply.

G. All shipping and receiving areas shall serve the Marijuana Establishment exclusively. In the case of a multi-use or multi-tenant site, the Marijuana Establishment shall be laid out and designed to ensure separation from other uses or tenants at the site. Applicant shall meet this requirement and has front/rear doorways dedicated to its unit number four.

H. The Marijuana Establishment shall have adequate water supply, stormwater systems, sewage disposal, and surface and subsurface drainage. Applicant's site in unit four and the overall site meet these requirements and the Site Plan and Aquifer and Water Resource Protection Special Permits prepared by GPR establish this compliance.

L. Adequate lighting, including night lighting that provides for monitoring or building and site security, including those measures to prevent diversion of marijuana and marijuana products cultivated outdoors. Applicant shall add/alter to meet requirements of its final security plan shared with Littleton Police and the CCC and any applicable conditions on same that may be imposed by Planning Board. Please see enclosed letter from Police Chief Pinard.

K. The Marijuana Establishment shall provide and keep up to date contact information as required by the Chief of Police and Building Commissioner such as name, telephone number and electronic mail address of a contact person who must be available 24 hours a day, seven days a week. The Applicant has provided this information to the relevant boards and departments, including in this application package, and shall update in the event of future changes.

L. No special permit shall be issued unless the applicant has executed a Host Community Agreement with the Town in accordance with M.G.L. c. 94G, § 3. Applicant has an executed HCA with Littleton Select Board.

M. No special permit shall be issued until the Applicant has held a community outreach hearing consistent with the Commission's Guidance for License Applicants on Community Outreach and 935 CMR 500.101(1)(a)(9) or (2)(b)(7), unless the proposed use is exempt from the hearing requirement under the regulations. Applicant has met this requirement and a Community Outreach Meeting (COR) was held on July 23, 2020, and an affidavit of same has been filed with the CCC.

§ 173-200 Special permit approval criteria.

The SPGA may issue a special permit for a Marijuana Establishment only if it finds that the project satisfies the requirements of § 173-7C, this Article XXVIII, and the following additional special permit criteria: Applicant will meet the special permit approval criteria as shown in this filing and its site plan.

A. The Marijuana Establishment is fully permitted by all applicable agencies within the Commonwealth of Massachusetts and is in compliance with all State laws and regulations;

provided, however, that issuance of a valid license pursuant to M.G.L. c. 94G may be a condition of the special permit. Applicant complies with these criteria.

B. The proposed use is designed to minimize any adverse impacts on the on the residents of the Town. Applicant complies with this requirement. No new construction or changes to condominium exterior, just minor retrofit to front entry way of unit and a sign in space provided above Unit 4.

C. For a Marijuana Retail Establishment, there shall be a secure indoor area for all customers. Applicant has designated such an area which is included with its Security Plan on file with Littleton Police Department.

D. The Marijuana Establishment adequately addresses issues of vehicular and pedestrian traffic, circulation and parking, especially during peak periods at the facility, and adequately mitigates the impacts of vehicular and pedestrian traffic on neighboring uses. Applicant has shown compliance with the parking plan under the condominium master deed and as shown on the GPR Engineering site plan. Applicant has granted Littleton Police Department sole discretion to determine the need for Police Traffic Details and Patrols, and/or an increased private Security Guard presence for parking circulation.

§ 173-201 Special permit conditions.

A. In addition to compliance with M.G.L. c. 94G, and 935 CMR 500 et seq., the SPGA may impose reasonable conditions to improve site design, traffic flow, public safety, water quality, air quality, protection of significant environmental resources and the preservation of community character of the surrounding area including, without limitation, the following:

(1) Minimization of the impacts of increased noise and traffic. No noise from Littleton Apothecary apart from typical a retail shopping establishment. Traffic increase along Ayer Road minimal to none (approximately 200 total customers/day)

(2) Imposition of security precautions related to the high value of products and cash transactions. Applicant has properly filed and will comply with final security plans with Littleton Police and Fire and CCC.

(3) Deterring the presence of unauthorized or ineligible persons at, or near, the Marijuana Establishment. Applicant has properly filed and will comply with final security plans with Littleton Police and Fire and CCC.

(4) Imposition of measures to prevent diversion of marijuana and marijuana products. Applicant has properly filed and will comply with final security plans with Littleton Police and Fire and CCC.

(5) Conditions related to the design and construction of the facility to improve safety, security, and conformance with community character. Interior fit-out only. Applicant has

properly filed and will comply with final security plans with Littleton Police and Fire and CCC.

(6) Conditions, consistent with the State Building Code, relating to energy efficiency and conservation. Applicant has properly filed and will comply with final Energy-savings plans with CCC.

B. The SPGA shall include conditions concerning the following in any special permit granted pursuant to this Article:

- (1) Hours of operation, including dispatch for any home delivery. Applicant is seeking normal business hours for a Cannabis Retail Establishment, namely seven days per week, 10 am to 10 pm Sunday-Thursday, 10 am to 11pm Friday & Saturday, with specifics provided elsewhere in this document. No home delivery.
- (2) Compliance with the Host Community Agreement. Applicant shall comply with HCA.
- (3) The submission of a copy of the license from the Cannabis Control Commission with the SPGA and the Building Commissioner prior to the issuance of a building permit, certificate of occupancy, or commencement of use, whichever occurs first. Applicant shall submit once finalized.
- (4) The reporting of any incidents to the Building Commissioner as required pursuant to 935 CMR 500.110(7) within 24 hours of their occurrence. Such reports may be redacted as necessary to comply with any applicable state or federal laws or regulations. Applicant shall comply.
- (5) The reporting of any cease and desist order, quarantine order, suspension order, limiting sales order, notice of hearing or final action by the Cannabis Control Commission or the Division of Administrative Law Appeals, as applicable, regarding the Marijuana Establishment to the Building Commissioner within 48 hours of the applicant's receipt. Applicant shall comply.
- (6) Copies of all reports submitted to any state agency, including, but not limited to, the reports required by 935 CMR 500.105(10)(d) describing the establishment's liability insurance coverage and the annual security system audits required by 935 CMR 500.110(8) shall be submitted to the SPGA within five business days of submission to the State. Such reports may be redacted as necessary to comply with any applicable state or federal laws or regulations. Applicant shall comply.
- (7) Documentation to the SPGA that each Marijuana Establishment Agent has completed training regarding the proper handling of marijuana prior to performing job functions. Such documentation must be provided to the Board within five business days of the completion of such training. Annually, the establishment shall provide documentation to the SPGA and the Board of Selectmen that all Marijuana Establishment Agents have received at least eight hours of on-going training. Applicant shall comply.

C. The issuance of a special permit pursuant to this Article shall also be subject to the following:

- (1)** The special permit shall expire within five years of the date of issue. If the applicant wishes to renew the special permit, an application to renew must be submitted at least 120 days prior to the expiration of the special permit. Applicant acknowledges and understands.
- (2)** Special permits shall be limited to the original applicant(s) and shall expire on the date the special permit holder ceases operation of the Marijuana Establishment. Applicant acknowledges and understands.
- (3)** The holder of a special permit shall annually file an affidavit with the Building Commissioner demonstrating that it is in good standing with respect to its license from the Cannabis Control Commission and any other applicable State licenses. Applicant acknowledges and understands.
- (4)** The holder of a special permit shall notify the Building Commissioner and the SPGA in writing within 48 hours of the cessation of operation of the Marijuana Establishment or the expiration or termination of the permit holder's license from the Department of Public Health. Applicant acknowledges and understands.
- (5)** Special permits shall lapse upon the expiration or termination of an applicant's license from the Cannabis Control Commission. Applicant acknowledges and understands.

§ 173-202 No accessory use Marijuana Establishments.

Use of property as a Marijuana Establishment shall necessarily be deemed a principal use for purposes of the Zoning Bylaw, and shall be permitted exclusively in accordance with this Article **XXVIII**. No Marijuana Establishment may be allowed within Town on the basis that such use qualifies as a permissible accessory use. Applicant's use is the principal use of unit four of the condominium.

§ 173-7 Special permits.

A. Special permit granting authority. Unless specifically designated otherwise, the Board of Appeals shall act as the special permit granting authority. Planning Board is specifically designated as granting authority for marijuana establishments.

B. Public hearing. Special permits shall only be issued following public hearings held within 65 days after filing with the special permit granting authority an application, a copy of which

shall forthwith be given to the Town Clerk by the applicant. Applicant acknowledges this procedure.

C. Criteria. Special permits shall only be granted if it appears to the special permit granting authority that no significant nuisance, hazard, or congestion will be created and that there will be no substantial harm to the neighborhood or derogation from the intent of this chapter. Applicant has established compliance with the general requirements for special permits under 173-7 and for marijuana establishments.

D. Conditions. Special permits may be granted with such reasonable conditions, safeguards or limitations on time or use as the special permit granting authority may deem necessary to serve the purposes of this chapter. Applicant acknowledges and understands but is not aware of any specific conditions that may not have been addressed in its filings.

E. Expiration. Special permits shall lapse 24 months following the grant thereof (except such time required to pursue or await the determination of an appeal referred to in MGL C. 40A, § 17) if a substantial use or construction has not sooner commenced, except for good cause. Applicant acknowledges and understands.

§ 173-16 Site plan review.

[Amended 5-9-1988 ATM, Art. 14; 9-27-1993 STM, Art. 9]

Site plan approval by the Planning Board is required for the creation of, addition to, or substantial alteration of all non-residential and non-agricultural structures, of a parking area having eight or more spaces, and for any substantial deviation from an approved site plan, or when any of the above situations is subject to a change of use. In addition, the Building Commissioner may require a site plan review if he/she deems it necessary in order to determine zoning compliance. Building permit applications subject to site plan review shall be accompanied either by six copies of a site plan conforming to § 173-19, to be transmitted to the Planning Board by the Building Inspector, or by a copy of a site plan signed by the Planning Board or by a written statement from the Planning Board that the site plan has been submitted to but not acted on by the Planning Board. The Building Inspector shall notify the Planning Board 30 days prior to the date by which he/she must take action on such plans and shall not approve any building permit subject to this section without written site plan approval of the Planning Board or its designated agent, unless by that date no notice of action has been received from the Planning Board. Applicant has contracted with GPR Engineering of Ayer for preparation of site plan and application for site plan approval. No exterior changes proposed other than for security/lighting purposes required by municipal police/fire and CCC, and signs with Littleton Apothecary logo in empty sign space above the entrance of unit four, and in the space provided in the shared sign used by all 160 Ayer Road Condominium businesses. Approximately 8 employees utilizing existing parking area.

173-61 AND 173-62 Special permits. Aquifer and Water Resource District Use Regulations and Special Permits.

A. Special permit granting authority. The special permit granting authority (SPGA) shall be the Planning Board. Such special permit shall be granted if the SPGA determines that the intent of this chapter, as well as the specific criteria of Subsection **B** of this section, are met. In making such determination, the SPGA shall give consideration to the simplicity, reliability and feasibility of the control measures proposed and the degree of threat to water quality which would result if the control measures were to fail. Applicant has contracted with GPR Engineering for special permit for its use within the Aquifer and Water Resource District.

END OF NARRATIVE AND SUPPORT DOCUMENTATION DESCRIPTIONS FOR
LITTLETON APOTHECARY, LLC; 160 AYER ROAD, UNIT 4, MARIJUANA RETAIL
ESTABLISHMENT.



LITTLETON PLANNING BOARD

Littleton Town Offices
37 Shattuck Street, Room 303
Littleton, MA 01460

Filing Date: _____
Planning Board: _____
Town Clerk: _____
 Filing Fee: _____

SPECIAL PERMIT APPLICATION

Updated Oct 15, 2018

PART I. BASIC APPLICATION

Project Summary & Applicant Information

Project Name: Littleton Apothecary

Location (Street Address): 160 Ayer Road, Unit 4, Littleton

Assessor's Map/Parcel (s): R-22 1-1

Applicant: Christine Nordhaus

Address: 43 Starr Hill, Littleton, MA 01460

Telephone: (978) 621-1779 Email: christinenordhaus@gmail.com

Athena Assets, LLC
Property Owner: _____

Address: 127 Spectacle Pond Road, Littleton, MA 01460

Telephone: 888-399-3392 Email: dlaterzo@gmail.com

Registry: MSRD

Book: 71163

Page: 532

Site Information

Total Area

(Acres): 1.9 +/- Ac.

Lot Frontage (Lin. Ft): 388.69 +/- LF

Residence

Village Common

Industrial-A

Business

Industrial-B

Zoning District(s):

All or a portion of the Site is also located in one or more overlay districts:

Wetlands

Floodplains

Water Resource

Aquifer District

District

Registered Marijuana

Overlay District West

Dispensary Overlay

—Beaver Brook Area

District

PART II. SPECIAL PERMIT REQUESTED

Special Permit Application
Page 2

- Accessory Business Uses at Active Farms (§173-57)
- Adult Uses (§173-140 - §173-142)
- Aquifer and Water Resource District (§173-61 - §173-64); *Attach Form 1A.*
- Commercial Solar Photovoltaic Installations (§173-180 - §173-184); *Attach Form 1D.*
- Conversion of Municipal Building (§173-69)
- Inclusionary Housing (§ 173-196 - § 173-205); *Attach Form 1F.*
- Littleton Village Overlay District West-Beaver Brook Area (§173-167 - §173-179)
- Major Commercial or Industrial Use (§173-86 - §173-88)
- Master Planned Development (§173-89)
- Mixed Use in Village Common Business District (§173-165 - §173-166)
- Open Space Development (§173-93 - §173-118)
- Senior Residential Development (§173-145 - §173-152); *Attach Form 1E.*
- Shared Residential Driveways (§173-125 - §173-127)
- Vehicular Retail Sales (§173-26)
- Wireless Telecommunications Towers and Facilities (§173-128 - §173-133); *Attach Form 1B.*
- Registered Marijuana Dispensary (§ 173-85 – § 173-92) *Attach Form 1C.*
- Adult Use Marijuana Establishment (§ 173-194 – § 173-202) *Attach Form 1G*

PART III. APPLICANT AND OWNER CERTIFICATIONS

The undersigned hereby certifies that he/she has read and examined this Application, including all attachments hereto, and that the proposed project is accurately represented in the statements made in this Application. The undersigned also certifies that this application has been filed both with the Planning Board and Town Clerk, and that all submission requirements in the Planning Board's Rules and Regulations have been met.

Property Owner

I/we hereby acknowledge that the Applicant is authorized to act on my/our behalf and that any and all representations made by the Applicant will be binding on me/us as Owners of the property.

Signature: Delisa Laterzo
Print: Delisa Laterzo, Athena Assets, LLC

Date: 9/10/2020

Signature: Delisa Laterzo
Print: Delisa A. Laterzo

Date: _____

Applicant

Signature: Christine Nordhaus
Print: Christine Nordhaus, Littleton Apothecary, LLC.

Date: 9/10/2020

Signature: _____
Print: _____

Date: _____

Applicant is: Owner Agent/Attorney Purchaser

SUBMISSION REQUIREMENTS

- Special Permit Application Form: 7 print copies and one electronic copy.
- Site Plan; 2 full-sheet sets and 5 reduced copies (11" x 17"). Plans and drawings must be sealed by a registered professional engineer, registered architect, landscape architect, surveyor, or other design professional in their area of expertise.
 - Vicinity map showing all lots, streets, and driveways within 500 feet from the exterior boundary of the lot
 - Existing conditions plan, showing existing uses; inventory of natural features; all watercourses, wetlands, bogs, swamps, marshes, and boundaries of public water supply watersheds and environmentally sensitive zones; floodways and floodplain boundaries; zoning districts
 - Existing and proposed contours at 2' intervals
 - Construction limit line, showing all areas to remain undisturbed
 - Site layout plan for proposed use(s) of the property showing required setbacks and other information required for zoning compliance
 - Utilities plan, i.e., existing and proposed fire hydrants and sewer, water, gas, electric, and other utility lines and easements
 - Storm drainage provisions
 - Existing and proposed street rights-of-way and paved surfaces, including those abutting the site
 - Existing and proposed parking and loading spaces and areas, including stalls, aisles, driveways, turning radii, landscaped areas and islands, and their dimensions as required
 - All existing and proposed points of vehicular access to the site, and clear sight triangles for corner lots; and sight lines for proposed driveways
 - Location, height, and materials of all retaining walls.
 - Location of proposed outdoor bulk trash containers or dumpsters, and screening details
 - Location of proposed on-site sewage disposal systems and reserve areas, and design computations
 - Exterior lighting plan
 - A block containing the following information:
 - Zoning district(s) in which the property lies;
 - Total area of the property to at least the nearest hundredths of a square foot;
 - Gross floor area of each building;
 - Proposed percentages of building coverage and impervious surface coverage;
 - Maximum height of all existing and proposed buildings and other structures in feet and stories;

Special Permit Application
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- Number of parking spaces required and provided for each use, plus visitor spaces, and method of calculation;
- Number of handicap parking spaces required and provided;
- Proposed overall density for each lot (number of dwelling units per acre);
- Total trip generation of existing and proposed use(s);
- Minimum common and usable open space required and provided, in square feet.

Architectural Plans and Drawings

- Elevations of all buildings and structures. Elevations shall be drawn to scale, showing the height, location, and extent of all material.
- Roof top plan showing all proposed mechanical equipment and screening.

Landscaping Plan

Master Signage Plan

Drainage Report and Calculations (3 copies)

Traffic Impact Assessment



TOWN OF LITTLETON
APPLICATION TO THE PLANNING BOARD
ADULT USE MARIJUANA ESTABLISHMENTS

Littleton Town Offices
 37 Shattuck Street
 Room 303
 Littleton, MA 01460
 (978) 540-2425

Use this form for any project that is required to comply with Article XXVIII

Proposed Location: 160 Ayer Road, Unit 4
 Map: R22 Parcel: 1-1-4

Class of Marijuana Establishment:

- Marijuana Cultivator
- Craft Marijuana Cooperative
- Marijuana Product Manufacturer
- Marijuana Research Facility
- Marijuana Testing Laboratory
- Marijuana Transporter
- Marijuana Micro-business



Applicant:

Name: Littleton Apothecary, LLC. - Christine Nordhaus
 Address & Contact Information: 43 Starr Hill
Littleton, MA 01460
 Phone: (978) 621-1779 Email: littletonapothecary@gmail.com

Property Owner:

Name: Athena Assets, LLC. - Delisa Laterzo
 Address & Contact Information: 127 Spectacle Pond Road
Littleton, MA 01460
 Phone: (978) 846-0885 Email: dlaterzo@touchmarkpromo.com

Does the applicant currently hold a valid license from the Cannabis Control Commission issued pursuant to M.G.L. c.94G and 935 CMR 500 et. seq.?

- Yes
- No

Adult Use Marijuana Establishments Form
Page 2

Date of Public Meeting with the Planning Board to discuss the proposed application for a new Marijuana Establishment and to discuss in general terms of the proposed Marijuana Establishment (prior to formal submission of the application): September 10, 2020

Does this application include a request to reduce the minimum distance requirement of Section 173-199.A?

Yes
 No

Is this an existing site seeking to expand or alter, its operations or is this an application for a new establishment?

Expand or alter existing
 New establishment

Is this application from a licensed RMD?

Yes
 No

Applicant Certification

The Applicant understands, agrees, and certifies that:

1. The proposed project is accurately represented in the statements made in this Adult Use Marijuana Establishments Form and accompanying materials;
2. All applicable submission requirements in the Planning Board's Rules and Regulations have been met;
3. The proposed Marijuana Establishment is prohibited from delivering cannabis or marijuana products to consumers, and from offering cannabis or marijuana products for consumption on the premises;
4. No application for any building permit shall be made unless and until the Planning Board or its designee has verified that all conditions of Article XXVIII have been met for this proposal; and
5. Nothing in this proposal shall be construed to supersede federal and state laws governing the sale and distribution of narcotic drugs; nor shall any special permit issued pursuant to this Article XXVIII supersede federal, state or local laws.

Signature: 
Christine Nordhaus
Print: _____

Date: September 15, 2020



Littleton Planning Board
SITE PLAN REVIEW CHECKLIST
Drawing # _____
Drawing Date: _____

Proposed Title Littleton Apothecary, LLC. Reviewer _____

Applicant Littleton Apothecary, LLC.

Application Date September 15, 2020

Date of Formal Review by Planning Board _____

Project Description: Permitting of an Adult Use Marijuana Establishment (Retail) within an existing facility at 160 Ayer Road, Unit 4, Littleton.

PLANNING BOARD ACTION

 APPROVED

 APPROVED SUBJECT TO MODIFICATION

 DISAPPROVED

By vote of the Littleton Planning Board

 Date: _____

Date of Notice to Building Commissioner _____

POLICY ON TRAFFIC & PEDESTRIAN MITIGATION

Calculated Fee (\$100 per parking space) _____

 Fee Paid

 Fee Waived

DRAWING REQUIREMENT: §173-17: Littleton Zoning Bylaw

Boundary Lines

Adjacent streets and ways shown

Topography, existing and proposed

Structures, existing and proposed

Walkways

Principal drives

Service entries

Parking

Landscaping

Screening

N/A Park or recreation areas

Utilities:

- a. Water
- b. Electricity
- c. Gas
- d. Telephone

Sanitary sewerage

Storm drainage

Seal of registered Architect, Landscape Architect, or Professional Engineer

DESIGN REQUIREMENTS §173-18

Internal Circulation safe

Egress safe

Access via minor streets minimized

Visibility of parking areas minimized

Lighting avoids glare

Major topography change, tree removal minimized

Adequate access to each structure for emergency equipment

Utilities adequate

Drainage adequate

+++++
USE AND INTENSITY REGULATION

§173-22: Establishment of districts

Parcel is located in zoning district type: Industrial B

Section 173-25: Use Regulations

Use for which application is made: Article XXVIII Adult Use Marijuana Establishments

 Use allowed **OR**

Special Permit Required (§173-7) because:

As required per Article XXVIII

+++++
+++++
+++++

§173-27 & 173-31: Intensity of Use Regulation & Schedule

- Lot area adequate (see also Definitions)
- Lot frontage adequate
- N/A Reduced lot frontage approved, if applicable
- Front yard adequate (see also Definitions)
- Smaller setback approved, if applicable
- Side, rear yards adequate (see also Definitions)
- Building height conforming (see also Definitions)
- Greater building height approved, if applicable
- Building coverage conforming (see also Definitions)
- Building plus paving coverage conforming
- Floor area ratio conforming

GENERAL REGULATIONS §173-32 & 173-33

- Parking and Loading Requirements
- Location of parking conforming
- Number of spaces adequate or waived
- Computation See chart on Site Plan

§173-32 Parking Area Design

- No parking within 10 feet of street line
- Parking paved, bumper guards conforming or waived
- No backing into public way (§173-32, C.1)
- Egress spacing adequate (§173-32 C. C1)

Screened from abutting residential uses, public ways (§173-32, C.3) for 8 or more cars

§ 173-33: Loading Requirements

No need for trucks to back onto or off a public way

No need for trucks to park on a public way while loading, unloading, or waiting to do so

§ 173-34: Sign Regulation administered by Board of Selectmen, not included in Site Plan Review.

§ 173-43: Landscaping and Screening

N/A Outdoor sales display, commercial outdoor recreation screened

N/A Industrial "A" buffer provided

N/A Corner vision clear

X Exterior lighting complies

SPECIAL REGULATIONS

§ 173-52: Motor Vehicle Services

N/A Requirements met, if applicable

§ 173-53: Accessory Uses

N/A Floor and Land area requirements met, if applicable

173-61: Aquifer and Water Resource District

Aquifer District applicable

X Water Resource District applicable

X Regulations met, if applicable (See separate checklist)

173-72: Wetlands and Flood Plain Regulations

N/A Wetlands and flood plain regulations met, if applicable

173-78: Noise Regulations

N/A Applicant informed of existence of requirements



**TOWN OF LITTLETON
PLANNING BOARD SPECIAL PERMIT
FORM 1A
AQUIFER & WATER RESOURCES DISTRICTS**

Littleton Town Offices
37 Shattuck Street
Room 303
Littleton, MA 01460
(978) 540-2425

PART IV. PROJECT SUMMARY

Project Name: Littleton Apothecary, LLC.

Location (Street Address): 160 Ayer Road, Unit 4

Assessor's Map/Parcel Number (s): R-22-1-1-4

 Parcel in Aquifer District or X Parcel in Water Resource District

Submission Requirements. Per § 173-62 (D) of the Littleton Zoning Bylaw, the following must be attached to this application for a special permit.

- Attached checklist, completed
- Complete list of potentially toxic or hazardous materials used or stored on the premises
- Description of protective and preventive measures
- Description of potentially toxic or hazardous wastes with storage and disposal method
- Evidence of DEP approval of waste system
- Evidence of qualified professional supervision of underground storage system design and installation
- Analysis by qualified engineer

Identify the uses proposed in this Special Permit application.

Use	Proposed	Allowed in either Aquifer Protection or Water Resource District	Allowed only in Aquifer Protection District	Allowed only in Water Resource District
Principal Use				
• Self-Storage Facility		X		
• Truck Terminal				X
• Sanitary landfill, junkyard, salvage yard, other solid waste disposal				X
• Motor vehicle service or washing station				X
Accessory Use		X		
• Manufacture, use, transport, storage or disposal of toxic or hazardous materials in excess of 5 gallons or 25 pounds dry weight of any substance or a total of all substances not to exceed 50 gallons or 250 pounds dry weight, on a site at any one time as an accessory activity for nonresidential and nonagricultural principal activities				
• Parking area with 100 or more spaces capacity		X		
• Waste characteristics: Hazardous waste generation, treatment or storage in quantities not to exceed Very Small Quantity Generators (VSQGs) as defined in DEP 310 CMR 22.21(2)(a)(7) or subsequent equivalent regulation(s) currently in effect		X		
• On-site disposal of industrial waste		X		
• Grading resulting in exterior grades less than five feet		X		

Form 1A/Aquifer & Water Resource Districts
Page 3

Use	Proposed	Allowed in either Aquifer Protection or Water Resource District	Allowed only in Aquifer Protection District	Allowed only in Water Resource District
above maximum groundwater elevation				
• Estimated sewage flow greater than 6 gallons/day per 1,000 s.f. of lot area		X		
• Estimated sewage flow greater than 15,000 gallons per day		X		
• Use retaining less than 30% of lot area in natural state		X		
• Underground storage of gasoline or chemicals				X
• Storage of heating oil or petroleum in quantities greater than 500 gallons				X
• Disposal of snow from outside the district				X
• Storage of sludge and/or septage not stored in accordance with DEP 310 CMR 22.21(2)(b)(1)				X
Impervious Surfaces				
• Rendering impervious more than 20% but not less than 50% of any lot or parcel in Water Resource District				X
• Rendering impervious more than 15% or 2500 square feet of any lot or parcel but less than 30% in Aquifer District				X

**Application Review
FOR PLANNING DEPARTMENT USE ONLY****§ 173-62(B) Special Permit Criteria**

- Groundwater quality performance rule met
- Location of water quality wells shown

§ 173-63: Design and Operation Guidelines *

- Safeguards against materials discharge or loss adequate
- Location of potential pollution source outside district where feasible
- Waste disposal provisions adequate
- Provision for on-site stormwater recharge or waived during site plan review*
- Oil, grease, and sediment traps provided, if applicable*
- Separate collection of drainage from loading areas for toxic or hazardous materials*
- Monitoring adequate, if required
- Storage of ice control chemicals adequate

*Provision shall be made for on-site recharge of stormwater runoff from impervious surfaces without degradation to groundwater if a special permit is to be granted for greater than 15 % coverage (but less than 30 %) in the Aquifer District and for impervious cover greater than 20% (but less than 50%) in the Water Resource District. Such recharge shall include (but not limited to) infiltration through methods as outlined in the Town of Littleton Low Impact Design/Best Management Practices Manual (latest edition) unless otherwise approved by the Planning Board during site plan review. Where dry wells or leaching basins are used, they shall be preceded by oil, grease and sediment traps. Drainage from loading areas for toxic or hazardous materials shall be separately collected for safe disposal.”

**Property is located within an Aquifer/Water Resource District.
Based on the thresholds of § 173-21, however, the Applicant is
not required to file for a Special Permit. This application is to
ensure the Board has reviewed and agrees.**



**TOWN OF LITTLETON
CHECKLIST
ADULT USE MARIJUANA ESTABLISHMENTS**

Littleton Town Offices
37 Shattuck Street
Room 303
Littleton, MA 01460
(978) 540-2425

Attach this Adult Use Marijuana Establishments checklist to the special permit application for any project that is required to comply with Article XXVIII Adult Use Marijuana Establishments

Proposed Location: Littleton Apothecary, LLC., 160 Ayer Road, Unit 4

Application Materials:

Attached	Item
✓	1. A copy of the final, executed Host Community Agreement (“HCA”) between the applicant and the Town of Littleton.
✓	2. A written description of the status of its application to the Cannabis Control Commission relative to the establishment at issue, or a copy of such license, as applicable.
✓	3. A list of any waivers of regulations that the applicant seeks to obtain from the Cannabis Control Commission, or a copy of any such waivers that the Commission has issued to the applicant, as applicable.
✓	4. Copies of all policies and procedures approved by the Cannabis Control Commission including without limitation the Marijuana Establishment’s operating and safety procedures, or copies of such policies and procedures that the applicant intends to submit to the Commission, as applicable.
✓	5. For applications for a Marijuana Cultivator, a Craft Marijuana Cooperatives, or a Marijuana Micro-Business, information demonstrating that the applicant has considered the following factors in its design and its operating plan: <ol style="list-style-type: none"> Identification of potential energy use reduction opportunities (such as natural lighting 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 the 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 the Littleton Light Department.

Checklist Adult Use Marijuana Establishments
Page 2 of 5

✓	6. The quantity and source or sources of all marijuana and marijuana products that will be sold at the proposed Marijuana Establishment, as applicable.
✓	7. The quantity of marijuana and marijuana products that will be cultivated, processed, manufactured, packaged, transported, tested, or studied at the Marijuana Establishment, as applicable.
✓	8. Written statement confirming that no marijuana or marijuana products will be smoked, burned, or consumed on the premises as part of the cultivation, manufacturing, testing or researching operations, as applicable, or a statement explaining how any such uses have been authorized by the Commission.
✓	9. Names and addresses of each owner of the Marijuana Establishment, and where the owner is a business entity, the names and address of each owner of that establishment.
✓	10. If applicable, a copy of the Applicant's Articles of Organization, a current Certificate of Legal Existence from the Commonwealth, and the most recent annual report.
✓	11. Copies of all licenses and permits issued to the Applicant by the Commonwealth of Massachusetts and any of its agencies.
✓	12. Evidence that the applicant has site control and the right to use the proposed site as a Marijuana Establishment. Such evidence shall be in the form of a deed, purchase and sale agreement, lease, or other legally binding document.
✓	13. In addition to what is otherwise required to be shown on a site plan pursuant to Article IV, the applicant shall provide details showing all exterior proposed security measures for the premises, including but not limited to lighting, fencing, gates and alarms to ensure the safety of employees and patrons and to protect the premises from theft or other criminal activity. The site plan shall further delineate various areas of the Marijuana Establishment (indoors and outdoors) such as public access areas, employee only access areas, storage, cultivation, preparation, waste disposal, administrative, transportation, loading and parking areas. Site plans and/or application narrative shall contain sufficient information so that the SPGA can evaluate the design and operational standards contained in this Article XXVIII.

Checklist Adult Use Marijuana Establishments
Page 3 of 5

Special Permit Requirements:

Yes/No no	<p>Is the Marijuana Establishment within 500 feet of any lot containing a school; licensed child care facility; public park, playground, athletic field or other public recreational land or facility; any use or facility where persons under the age of 18 commonly congregate to participate in scheduled or structured activities; religious facility; drug or alcohol rehabilitation facility; correctional facility, halfway house or similar facility; or any other non-collocated Marijuana Establishment or RMD?</p> <p>For purposes of this section, distances shall be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the Marijuana Establishment is or will be located.</p>
Not applicable	<p>The SPGA may reduce the minimum distance requirement in Section 173-199.A as part of the issuance of a special permit in the following instances only:</p> <ol style="list-style-type: none"> (1) Issuance of a special permit for a Marijuana Establishment to an entity with an existing RMD in Littleton. (2) Renewal of a special permit for an existing Marijuana Establishment where the use described in Section 173-198.A has been established after issuance of the original special permit. (3) Change of permit holder for an existing Marijuana Establishment where the use described in Section 173-198.A has been established after issuance of the original special permit. (4) Where the SPGA determines that reduction in the minimum distance is necessary for purposes of maintaining consistency with M.G.L. c. 94G, 935 CMR 500 and/or state guidance relative to local regulation and siting of adult use marijuana establishments.
Acknowledged and understood	Marijuana Establishment that seeks to expand or alter its operations so as to come within a new class or sub-class of Marijuana Establishment, as identified 935 CMR 500.050(d), shall obtain a new special permit prior to undertaking such expansion or alteration.
Littleton Apothecary will be the first. El Numero Uno. #1	The SPGA shall not issue any special permit that would cause the Town to exceed the limits on Marijuana Retailers set forth in §173-197.
Not Applicable	An RMD licensed under 105 CMR 725 et seq., and that holds a special permit pursuant to Article XXVII shall obtain a new special permit prior to converting to a

Checklist Adult Use Marijuana Establishments
Page 4 of 5

Not Applicable	Marijuana Establishment or commencing any operations regulated by M.G.L. c.94G and 935 CMR 500 et seq.
Addressed in narrative & attached supporting documents	No smoking, burning, or consumption of any marijuana product shall be permitted at any Marijuana Establishment, except as may be authorized by s935 CMR 500 et seq for purposes of cultivation, testing, research, or manufacturing.
Addressed in narrative & attached supporting documents	All shipping and receiving areas shall serve the Marijuana Establishment exclusively. In the case of a multi-use or multi-tenant site, the Marijuana Establishment shall be laid out and designed to ensure separation from other uses or tenants at the site.
It does	The Marijuana Establishment shall have adequate water supply, stormwater systems, sewage disposal, and surface and subsurface drainage.
It does	Adequate lighting, including night lighting that provides for monitoring or building and site security, including those measures to prevent diversion of marijuana and marijuana products cultivated outdoors.
It will. This is also a CCC requirement.	A Marijuana Retailer shall post at a conspicuous location at the public entrance a sign that states "Only individuals 21 years of age or older, unless in possession of a registration card issued by the MA Department of Public Health." The required text shall be a minimum of two inches in height. Signage shall otherwise be limited to that which is permitted under 935 CMR 500 et. seq. and the Town's sign bylaw.
Acknowledged	The Marijuana Establishment shall provide and keep up to date contact information as required by the Chief of Police and Building Commissioner such as name, telephone number and electronic mail address of a contact person who must be available 24 hours a day, seven days a week.
Executed HCA attached	No special permit shall be issued unless the applicant has executed a Host Community Agreement with the Town in accordance with M.G.L. c.94G, §3.
Community Outreach Meeting July 23, 2020	No special permit shall be issued until the Applicant has held a community outreach hearing consistent with the Commission's Guidance for License Applicants on Community Outreach and 935 CMR 500.101(1)(a)(9) or (2)(b)(7), unless the proposed use is exempt from the hearing requirement under the regulations.

Checklist Adult Use Marijuana Establishments
Page **5** of 5

Findings: The SPGA may issue a special permit for a Marijuana Establish only if it finds that the project satisfies the requirements of §173-7.C, this Article XXVIII, and the following additional special permit criteria:

	The Marijuana Establishment is fully permitted by all applicable agencies within the Commonwealth of Massachusetts and is in compliance with all State laws and regulations; provided, however, that issuance of a valid license pursuant to M.G.L. c.94G may be a condition of the special permit.
	The proposed use is designed to minimize any adverse impacts on the on the residents of the Town;
	For a Marijuana Retail Establishment, there shall be a secure indoor area for all customers.
	The Marijuana Establishment adequately addresses issues of vehicular and pedestrian traffic, circulation and parking, especially during peak periods at the facility, and adequately mitigates the impacts of vehicular and pedestrian traffic on neighboring uses.

No Accessory Use Marijuana Establishments

Use of property as a Marijuana Establishment shall necessarily be deemed a principal use for purposes of the Zoning Bylaw, and shall be permitted exclusively in accordance with this Article XXVIII. No Marijuana Establishment may be allowed within Town on the basis that such use qualifies as a permissible accessory use.

TOWN OF LITTLETON

REQUEST FOR CERTIFIED LIST OF ABUTTERS**THE FEE FOR PREPARING THE LIST IS AS FOLLOWS:**

Within 300 feet: \$25.00	- updated list up to 6 mo.: \$10.00
Within 100 feet: \$10.00	- updated list up to 6 mo: \$5.00
Direct & across the street: \$5.00	- updated list up to 6 mo: no charge

THE FEE MUST BE PAID AT THE TIME THE REQUEST IS MADE

Applicant: Christine Nordhaus Name of Firm: Littleton Apothecary, LLC.
Address: 160 Ayer Road, Unit 4
Phone #: (978) 621-1779

Request abutters list for:

Owner Name: Athena Assets, LLC.

Property Location: 160 Ayer Road, Unit 4

Parcel ID: R22-1-4

Date you need the list by: _____

The Assessors' Office will generate & certify the requested **abutters list**, for the appropriate boards. Please check the appropriate departments.

Planning Board	_____	Ch 40A Sec 11 (300 feet)
Planning Board	_____	Ch 41 Sec 81T (anr) (applicant & abutters)
Planning Board	✓	RMD Special Permit 300 feet &1500 feet
Board of Appeals	_____	Ch 40A Sec 11 (300 feet)
Conservation Comm	_____	Ch 131 Sec 40 (100 feet) or (1000 feet)
Board of Selectmen	_____	Ch 138 Sec 12, 15A (abutters & 500 ft if within school, church or hosp)
Board of Health	_____	310 CMR 15.000 (direct & across the street)
Other	_____	Specify

We are no longer able to provide mailing labels.



**TOWN OF LITTLETON
BOARD OF ASSESSORS**
P.O. BOX 1305
LITTLETON, MA 01460
(978) 540-2410 FAX: (978) 952-2321

Date: July 30, 2020

Re: Certified List of Abutters for Planning Board (300 feet - public hearings, special permits)

Applicant: Christine Nordhaus Name of Firm: Littleton Apothecary, LLC
Mailing Address 160 Ayer Road Unit 4 Littleton MA 01460

Subject Parcel Location: 160 Ayer Road Unit 4 Littleton MA 01460

Subject Owner: Athena Assets LLC

Subject Parcel ID: R22-1-1-4

M.G.L. Chapter 40A, Section 11. "In all cases where notice of a public hearing is required notice shall be given by publication in a newspaper of general circulation in the city or town once in each of two successive weeks, the first publication to be not less than fourteen days before the day of the hearing and by posting such notice in a conspicuous place in the city or town hall for a period of not less than fourteen days before the day of such hearing. In all cases where notice to individuals or specific boards or other agencies is required, notice shall be sent by mail, postage prepaid. **"Parties in interest" as used in this chapter shall mean the petitioner, abutters, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town, the planning board of the city or town, and the planning board of every abutting city or town.** The assessors maintaining any applicable tax list shall certify to the permit granting authority or special permit granting authority the **names and addresses of parties in interest and such certification shall be conclusive for all purposes.** The permit granting authority or special permit granting authority may accept a waiver of notice from or an affidavit of actual notice to any party in interest or, in his stead, any successor owner of record who may not have received a notice by mail, and may order special notice to any such person, giving not less than five nor more than ten additional days to reply."

I hereby certify the attached list of abutter(s) as stated in the M.G.L. Chapter 40A, Section 11.

Number of Abutter(s)_9_including the subject parcels + Applicant Requesting Abutter's List.

Certified by:

Teresa Sullivan
Teresa Sullivan, Assessment Analyst

150 AYER RD	R15 22 0
CANTINO JOYCE M TRUSTEE OF	
STAFRAJOY REALTY TRUST	
150 AYER RD	LUC: 017
LITTLETON, MA 01460	
162 AYER RD	R22 1 2
TING-CROMAN LLC	
128 DAKIN ROAD	LUC: 400
SUDBURY, MA 01776-1104	
164 AYER RD	R22 1 3
NINO REALTY LLC	
c/o ROMA TILE CO. INC	LUC: 401
400 ARSENAL ST	
WATERTOWN, MA 02472	
168 AYER RD	R22 1 6
168 AYER ROAD LLC	
585 MASSACHUSETTS AVENUE	LUC: 401
ACTON, MA 01720	
170 AYER RD	R22 1 7
HCS REALTY LLC	
1339 COUNTRY CLUB RD	LUC: 401
INDIANAPOLIS, IN 46234	
149 AYER RD	R22 13 0
AGGREGATE INDUSTRIES	
MIDDLESEX-ATTN: RE TAX DEPT	LUC: 410
6211 ANN ARBOR RD	
DUNDEE, MI 48131	
178 AYER RD	R22 2 0
MCNIFF JAMES & SHERYL TRUSTEES	
KING TUCK TRUST	LUC: 440
PO BOX 924	
LITTLETON, MA 01460	
160 AYER	R22-1-1
J&V KOUYOUMJIAN Partners	
160 Ayer Road	
Unit 5	
Littleton Ma 01460	
160 Ayer	R22-1-1..
ATHENA ASSETS LLC	
127 Spectacle Pond Rd	
Littleton Ma 01460	



**TOWN OF LITTLETON
BOARD OF ASSESSORS**

P.O. BOX 1305
LITTLETON, MA 01460
(978) 540-2410
FAX: (978) 952-2321

Date: July 30, 2020

Re: *Second Certified List of Abutters for Planning Board outside of the 300 feet but within 1500 feet of the subject property.*

**Applicant: Christine Nordhaus Name of Firm: Littleton Apothecary, LLC
Mailing Address: 160 Ayer road Unit 4 Littleton MA 01460**

Subject Parcel Location: 160Ayer Road Unit 4 Littleton MA 01460

Subject Owner: Athena Assets LLC

Subject Parcel ID: R22-1-1-4

M.G.L. Chapter 40A, Section 11. "In all cases where notice of a public hearing is required notice shall be given by publication in a newspaper of general circulation in the city or town once in each of two successive weeks, the first publication to be not less than fourteen days before the day of the hearing and by posting such notice in a conspicuous place in the city or town hall for a period of not less than fourteen days before the day of such hearing. In all cases where notice to individuals or specific boards or other agencies is required, notice shall be sent by mail, postage prepaid. "Parties in interest" as used in this chapter shall mean the petitioner, abutters, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town, the planning board of the city or town, and the planning board of every abutting city or town. The assessors maintaining any applicable tax list shall certify to the permit granting authority or special permit granting authority the names and addresses of parties in interest and such certification shall be conclusive for all purposes. The permit granting authority or special permit granting authority may accept a waiver of notice from or an affidavit of actual notice to any party in interest or, in his stead, any successor owner of record who may not have received a notice by mail, and may order special notice to any such person, giving not less than five nor more than ten additional days to reply."

I hereby certify the attached list of abutter(s) as stated in the M.G.L. Chapter 40A, Section 11.

Number of Abutter(s) 35 including the subject parcels + Applicant Requesting Abutter's List.

Certified by:

Teresa Sullivan
Teresa Sullivan, Assessment Analyst

PID	LOCATION	OWNER	CO-OWNER	MAILING ADDRESS
SUBJECT				
R22 1 14	160 AYER RD	ATHENA ASSESTS LLC		127 SPECTACLE POND RD LITTLETON MA 01460
R15 22 0	150 AYER RD	CANTINO JOYCE M TRUSTEE OF	STAFRAJOY REALTY TRUST	150 AYER RD LITTLETON, MA 01460
R22 1 2	162 AYER RD	TING-CROMAN LLC		128 DAKIN ROAD SUDBURY, MA 01776-1104
R22 1 3	164 AYER RD	NINO REALTY LLC		400 ARSENAL ST WATERTOWN, MA 02472
R22 1 6	168 AYER RD	168 AYER ROAD LLC		585 MASSACHUSETTS AVENUE ACTON, MA 01720
R22 1 7	170 AYER RD	HCS REALTY LLC		1339 COUNTRY CLUB RD INDIANAPOLIS, IN 46234
R22 13 0	149 AYER RD	AGGREGATE INDUSTRIES	MIDDLESEX -ATTN: RE TAX DEPT	6211 ANN ARBOR RD DUNDEE, MI 48131
R22 2 0	178 AYER RD	MCNIFF JAMES & SHERYL TRUSTEES	KING TUCK TRUST	PO BOX 924 LITTLETON, MA 01460
R22 1 15	160 AYER RD	J&V KOUYOUMJIAN PARTNERS		160 AYER ROAD UNIT 5 LITTLETON MA, 01460

127 HARVARD RD	R15 10 0	88 BRUCE ST	R15 20 6	5 FOX LN	R22 17 2
	LUC: 101		LUC: 101		LUC: 101
DYNARSKI EMILY		DICKERSON DIANNE		ROSSON JEREMY	
PEREIRA MATTHEW		DICKERSON PHILIP I		ROSSON DEBORAH	
127 HARVARD RD		88 BRUCE ST		5 FOX LN	
LITTLETON, MA 01460		LITTLETON, MA 01460		LITTLETON, MA 01460	
131 HARVARD RD	R15 11 0	80 AYER RD	R15 21 0	7 FOX LN	R22 17 3
	LUC: 101		LUC: 410		LUC: 101
SUTHERLAND DAVID		MIDDLESEX MATERIALS MNGMT INC		FRISOLI LAWRENCE M	
SUTHERLAND JOANN		AKA TMC LEASING LLC		FRISOLI CAROL A	
131 HARVARD RD		1 SPECTACLE POND ROAD		7 FOX LN	
LITTLETON, MA 01460		LITTLETON, MA 01460		LITTLETON, MA 01460	
135 HARVARD RD	R15 12 0	111 HARVARD RD	R15 6 0	9 FOX LN	R22 17 4
	LUC: 101		LUC: 101		LUC: 101
JOHNSON RUTH E		HOLDEN JR DAVID J		JOBY MOLEL JOSEPH	
135 HARVARD RD		465 MALPUS RD		JOBY JULIE	
LITTLETON, MA 01460		LUNENBURG, MA 01462		9 FOX LN	
OFF BRUCE ST	R15 19 0	115 HARVARD RD	R15 7 0	6 FOX LN	R22 17 5
	LUC: 130		LUC: 101		LUC: 101
PICKARD JAMES H+ELEANOR P TRS		CERULLO MATTHEW M		PODGORN DEREK ALAN	
PICKARD REALTY TRUST		CERULLO HEIDI A		PODGORN ERICA DEVINE	
91 BRUCE ST		115 HARVARD RD		6 FOX LN	
LITTLETON, MA 01460		LITTLETON, MA 01460		LITTLETON, MA 01460	
66 BRUCE ST	R15 20 0	119 HARVARD RD	R15 8 0	4 FOX LN	R22 17 6
	LUC: 101		LUC: 101		LUC: 101
LANNING THOMAS R		WILBUR LINDA B A/K/A		CARBONEAU BRIAN E	
LANNING AMY M		WILBUR-MORRISON LINDA B		CARBONEAU ARLINE B	
66 BRUCE ST		119 HARVARD RD		4 FOX LANE	
LITTLETON, MA 01460		LITTLETON, MA 01460		LITTLETON, MA 01460	
68 BRUCE ST	R15 20 1	123 HARVARD RD	R15 9 0	1 FOX LN	R22 17 8
	LUC: 101		LUC: 101		LUC: 101
PLATT JONATHAN W		AYDNWYLDE ELIJAH J		WARD JOHN D	
PLATT GRETCHEN D		AYDNWYLDE GABRIELLE L		WARD DEBRA J	
68 BRUCE ST		123 HARVARD RD		1 FOX LANE	
LITTLETON, MA 01460		LITTLETON, MA 01460-3203		LITTLETON, MA 01460	
70 BRUCE ST	R15 20 2	53 AYER RD	R21 9 0	3 LAURY LN	R22 18 2
	LUC: 101		LUC: 401		LUC: 101
COLOMBO JAMES V		FIVE K LITTLETON LLC		BUCK TIMOTHY F	
COLOMBO PATRICIA M		53 AYER ROAD		BUCK CASSANDRA	
70 BRUCE ST		LITTLETON, MA 01460		3 LAURY LANE	
LITTLETON, MA 01460				LITTLETON, MA 01460	
74 BRUCE ST	R15 20 3	1 SPECTACLE POND RD	R22 13 1	2 LAURY LN	R22 18 3
	LUC: 101		LUC: 402		LUC: 101
LUSSIER PAUL & THERESA LIV TR		SPECTACLE POND ROAD ASSOCIATES		WILKINSON JANET M G+ JEFFREY M	
LUSSIER THERESA & PAUL TRS		1 SPECTACLE POND ROAD		THE GINGER REALTY TRUST	
74 BRUCE ST		LITTLETON, MA 01460		2 LAURY LANE	
LITTLETON, MA 01460				LITTLETON, MA 01460	
78 BRUCE ST	R15 20 4	7 LAURY LN	R22 16 2	5 LAURY LN	R22 18 4
	LUC: 101		LUC: 101		LUC: 101
RATTA FAMILY TRUST		KEENAN SEAN P		RECZEK LOUIS J	
RATTA ROBERT M & JENNIFER L-TR		KEENAN PATRICIA A		BLOOMER MARY KATE	
78 BRUCE ST		7 LAURY LN		5 LAURY LN	
LITTLETON, MA 01460		LITTLETON, MA 01460		LITTLETON, MA 01460	
82 BRUCE ST	R15 20 5	3 FOX LN	R22 17 1	58 BRUCE ST	R22 19 A
	LUC: 101		LUC: 101		LUC: 101
NORMANDIN JOEL R		ZHANG YONG		OSTRANDE LARRY	
NORMANDIN KRISTIN A		LI WEN		OSTRANDE SUSAN	
82 BRUCE ST		3 FOX LN		58 BRUCE ST	
LITTLETON, MA 01460		LITTLETON, MA 01460		LITTLETON, MA 01460	

184 AYER RD	R22 3 0
	LUC: 441
MCNIFF JAMES & SHERYL TRUSTEES	
KING TUCK TRUST	
PO BOX 924	
LITTLETON, MA 01460	
194 AYER RD	R22 7 0
	LUC: 316
CORT/AYER ROAD LLC	
194 AYER RD	
LITTLETON, MA 01460	
200 NEW ESTATE RD	U43 1 0
	LUC: 971
LITTLETON TOWN OF	
LIGHT + WATER DEPARTMENT	
PO BOX 1305	
LITTLETON, MA 01460	
KING ST	U44 21 0
	LUC: 901
BOSTON & MAINE RAILROAD	
C/O GUILFORD TRANSPORTATION	
IRON HORSE PARK	
TAX DEPT 67 HIGH ST	
NO BILLERICA, MA 01862	
2 BRUCE ST	U45 2 0
	LUC: 0137
MATHESON JR FRANK W	
2 BRUCE STREET	
LITTLETON, MA 01460	

PID	LOCATION	OWNER	CO-OWNER	MAILING ADDRESS
R22-1-1-4	160 AYER ROAD UNIT 4	ATHENA ASSETS LLC		127 SPECTACLE POND RD LITTLETON, MA 01460
R15 10 0	127 HARVARD RD	DYNARSKI EMILY	PEREIRA MATTHEW	127 HARVARD RD LITTLETON, MA 01460
R15 11 0	131 HARVARD RD	SUTHERLAND DAVID	SUTHERLAND JOANN	131 HARVARD RD LITTLETON, MA 01460
R15 12 0	135 HARVARD RD	JOHNSON RUTH E		135 HARVARD RD LITTLETON, MA 01460
R15 19 0	OFF BRUCE ST	PICKARD JAMES H+ELEANOR P TRS	PICKARD REALTY TRUST	91 BRUCE ST LITTLETON, MA 01460
R15 20 0	66 BRUCE ST	LANNING THOMAS R	LANNING AMY M	66 BRUCE ST LITTLETON, MA 01460
R15 20 1	68 BRUCE ST	PLATT JONATHAN W	PLATT GRETCHEN D	68 BRUCE ST LITTLETON, MA 01460
R15 20 2	70 BRUCE ST	COLOMBO JAMES V	COLOMBO PATRICIA M	70 BRUCE ST LITTLETON, MA 01460
R15 20 3	74 BRUCE ST	LUSSEIER PAUL & THERESA LIV TRS	LUSSIER THERESA & PAUL TRS	74 BRUCE ST LITTLETON, MA 01460
R15 20 4	78 BRUCE ST	RATTA FAMILY TRUST	RATTA ROBERT M & JENNIFER L-TR	78 BRUCE ST LITTLETON, MA 01460
R15 20 5	82 BRUCE ST	NORMANDIN JOEL R	NORMANDIN KRISTIN A	82 BRUCE ST LITTLETON, MA 01460
R15 20 6	88 BRUCE ST	DICKERSON DIANNE	DICKERSON PHILIP I	88 BRUCE ST LITTLETON, MA 01460
R15 21 0	80 AYER RD	MIDDLESEX MATERIALS MNGMT INC	AKA TMIC LEASING LLC	1 SPECTACLE POND ROAD LUNENBURG, MA 01462
R15 6 0	111 HARVARD RD	HOLDEN JR DAVID J		465 MALPUS RD LUNENBURG, MA 01462
R15 7 0	115 HARVARD RD	CERULLO MATTHEW M	CERULLO HEIDI A	115 HARVARD RD LITTLETON, MA 01460
R15 8 0	119 HARVARD RD	WILBUR LINDA B A/K/A B	WILBUR-MORRISON LINDA B	119 HARVARD RD LITTLETON, MA 01460
R15 9 0	123 HARVARD RD	AYDNWYLDE ELIJAH J	AYDNWYLDE GABRIELLE L	123 HARVARD RD LITTLETON, MA 01460-3203
R21 9 0	53 AYER RD	FIVE K LITTLETON LLC		53 AYER ROAD LITTLETON, MA 01460
R22 13 1	1 SPECTACLE POND RD	SPECTACLE POND ROAD ASSOCIATES		1 SPECTACLE POND ROAD LITTLETON, MA 01460
R22 16 2	7 LAURY LN	KEENAN SEAN P	KEENAN PATRICIA A	7 LAURY LN LITTLETON, MA 01460
R22 17 1	3 FOX LN	ZHANG YONG	LI WEN	3 FOX LN LITTLETON, MA 01460
R22 17 2	5 FOX LN	ROSSON JEREMY	ROSSON DEBORAH	5 FOX LN LITTLETON, MA 01460
R22 17 3	7 FOX LN	FRISOLI LAWRENCE M	FRISOLI CAROL A	7 FOX LN LITTLETON, MA 01460
R22 17 4	9 FOX LN	JOBY MOLEL JOSEPH	JOBY JULIE	9 FOX LN LITTLETON, MA 01460
R22 17 5	6 FOX LN	PODGORNÍ DEREK ALAN	PODGORNÍ ERICA DEVINE	6 FOX LN LITTLETON, MA 01460
R22 17 6	4 FOX LN	CARBONEAU BRIAN E	CARBONEAU ARLINE B	4 FOX LANE LITTLETON, MA 01460
R22 17 8	1 FOX LN	WARD JOHN D	WARD DEBRA J	1 FOX LANE LITTLETON, MA 01460
R22 18 2	3 LAURY LN	BUCK TIMOTHY F	BUCK CASSANDRA	3 LAURY LANE LITTLETON, MA 01460
R22 18 3	2 LAURY LN	WILKINSON JANET M G+JEFFREY M TRUST	THE GINGER REALTY	2 LAURY LANE LITTLETON, MA 01460
R22 18 4	5 LAURY LN	RECZEK LOUIS J	BLOOMER MARY KATE	5 LAURY LN LITTLETON, MA 01460
R22 19 A	58 BRUCE ST	OSTRANDER LARRY	OSTRANDER SUSAN	58 BRUCE ST LITTLETON, MA 01460

PID	LOCATION	OWNER	CO-OWNER	MAILING ADDRESS
R22 3 0	184 AYER RD	MCNIFF JAMES & SHERYL TRUSTEES	KING TUCK TRUST	PO BOX 924 194 AYER RD
R22 7 0	194 AYER RD	CORT/AYER ROAD LLC		LITTLETON, MA 01460
U43 1 0	200 NEW ESTATE RD	LITTLETON TOWN OF	LIGHT + WATER DEPARTMENT	LITTLETON, MA 01460
U44 21 0	KING ST	BOSTON & MAINE RAILROAD	C/O GUILFORD TRANSPORTATION	IRON HORSE PARK TAX DEPT 67 HIGH ST NO BILLERICA, MA 01862
U45 2 0	2 BRUCE ST	MATHESON JR FRANK W		2 BRUCE STREET LITTLETON, MA 01460

**TOWN OF LITTLETON CHECKLIST
ADULT-USE MARIJUANA ESTABLISHMENTS**

LITTLETON APOTHECARY, LLC. RESPONSE

PROPOSED LOCATION:
160 AYER ROAD, SUITE 4
LITTLETON, MA 01460

NOTE

CHECKLIST ITEM NUMBERS 3, 5, 7 AND 8 DO NOT APPLY IN THE CASE OF LITTLETON APOTHECARY.

3: No Waivers of Regulations have been sought by Littleton Apothecary from the Cannabis Control Commission.

5, 7, and 8: Littleton Apothecary is not a Marijuana Cultivator, Craft Cooperative, Micro-Business, or Testing Laboratory

8: I have still provided a written statement for Checklist Item Number 8. Just in case.

ITEM 1: HOST COMMUNITY AGREEMENT

HOST COMMUNITY AGREEMENT

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- a. The Community Impact Fee shall be paid for a term of five (5) years that begins on the date that Company commences sales at the Facility (the "Commencement Date").
- b. For the first year of operation (the term beginning upon the commencement of operation at the Facility and concluding one year thereafter) the Company shall pay a Community Impact Fee in an amount of three percent (3%) of its gross sales at the Facility. For years 2, 3, 4 and 5 of operation, the Company shall pay a Community Impact Fee in the amount not to exceed three percent (3%) of its gross sales. The term "gross sales" shall mean the total of all sales transactions (exclusive of product/paraphernalia returns and amounts collected for taxes) of the Facility without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.
- c. The Community Impact Fee shall be paid to the Town quarterly. The first payment to be made within ten (10) days after the conclusion of the third month of operation, and all subsequent payments shall be made within ten (10) days after the conclusion of each successive three (3) months of operation.
- d. The Town shall use the above referenced payments in its discretion to offset its costs reasonably related to the operation of the Facility, which shall be deemed to include for purposes of this Agreement, without limitation: Impacts to the road and other infrastructure systems; traffic mitigation measures and/or improvements implemented by the Town; law enforcement activities including, without limitation, calls and responses associated with the Facility, increased inspections of public property deemed by law enforcement to be at increased risk of unauthorized cannabis consumption or intoxication, training in diversionary practices and security precautions, effects of cannabis intoxication, and any other cannabis-related training; fire protection services; inspectional services; cannabis-related public health and addiction services provided by the Town; Town grants in an amount not to exceed \$50,000 annually to Littleton Coalition Against Addiction and/or other third-party organizations providing services relating to substance abuse prevention, addiction recovery, and mental health; expert consulting services and/or professional staff engaged by the Town after completion of local permitting for the purposes of monitoring, evaluating, quantifying or accounting for the impacts of the Company and/or the costs incurred by the Town; public education relating to cannabis or cannabis consumption, including both in-school and after-school programs and training and seminars for members of the general public; training for Town boards and staff; administrative and legal costs associated with the operation of the Facility in Town, the administration and enforcement of the terms of this Agreement; and any other unforeseen impacts upon or costs incurred by the Town of Littleton reasonably related to the costs imposed upon the Town by the operation of Littleton Apothecary at 160 Ayer Road.
- e. Pursuant to M.G.L. c. 94G, §3(d), a: community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment. Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in precisely computing actual Town costs associated with

HOST COMMUNITY AGREEMENT

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a specific business and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company and the Town agree that the Community Impact Fee required in Section 1.b for the first year of operation is reasonably related to Town costs and waives any claim to the contrary. The Company and the Town further agree that the Town will develop and implement, no later than the beginning of year two of operation at the Facility, a plan that provides sufficient basis for accounting for the costs reasonably related to the operation of the Facility and a mechanism to monitor and periodically adjust (during years 2 through 5 of operation only) the relationship between the Community Impact Fee and the Town's actual costs. The Company acknowledges that developing, implementing and administering this plan and mechanism is an impact reasonably related to the operation of the Company at 160 Ayer Road.

2. Additional Costs, Payments and Reimbursements
 - a. Permit and Connection Fees: The Company hereby acknowledges and accepts, its obligation to pay all usual and customary Town of Littleton building permit fees and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other retail establishments in the Town of Littleton.
 - b. Facility Consulting Fees and Costs: The Company shall reimburse the Town of Littleton for any and all reasonable consulting costs and fees related to any local land use permit applications concerning the Facility.
 - c. Other Costs: The Company shall reimburse the Town of Littleton for the actual costs incurred by the Town of Littleton in connection with holding public meetings and forums devoted principally to discussing the Facility and/or reviewing the Facility, and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
 - d. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 1 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the Company shall be required to pay the Town of Littleton a late payment penalty equal to five percent (5%) of such required payments.
3. Annual Reporting for Community Impact Fee: The Company shall submit annual financial statements to the Town of Littleton concurrent with the payment of its Annual Community Impact Fee with a statement from the Company that the financial statements provided are a true and accurate report of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town of Littleton, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent

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allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the Town to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town of Littleton and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

4. Local Vendors and Employment: To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non- discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Community Care Collective when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town of Littleton residents. This Section 4 shall not require the Company to purchase goods or services from its direct competitors located in the Town of Littleton, or their related entities (i.e. Community Care Collaborative, or its related entities).

5. Local Taxes: At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a nonprofit, agricultural, or other exemption or reduction with respect to such taxes.

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

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6. **Security:** To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility and with regard to any anti-diversion procedures to ensure that the marijuana and marijuana products sold in the Facility are not being transferred to the illegal market or to minors.

The Company shall implement a comprehensive diversion prevention plan to prevent diversion of marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the commencement of operations at the Facility. The Company shall present the diversion plan to the Police Department for its review and feedback and, to the extent required by the Police Department, work collaboratively to implement any suggested changes, amendments or modifications to address local concerns.

The Company shall make the Facility available for annual inspections by the Town's Police Department, Fire Department, Building Department and Board of Health as a condition of continued operation in Town. The Company shall also cooperate with the Town's Police Department, Fire Department and Board of Health in providing access for additional scheduled and unscheduled inspections of the Facility upon request.

The Company shall within twenty four hours report the discovery of the following to the Police Department: diversion of cannabis, unusual discrepancies identified during inventory, theft, loss and any criminal action; unusual discrepancy in weight or inventory or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing or production of cannabis by any person; unauthorized destruction of cannabis; any loss of unauthorized alteration of records related to cannabis or Marijuana Establishment Agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours; and any other breach of security.

The Company further agrees that all signage and packaging for marijuana products shall comply with applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.000, and further agrees that to the extent 935 CMR 500.000 imposes more stringent requirements on packaging, labeling, marketing or the form of permitted edibles, the Company will comply with the more restrictive regulatory provisions.

7. **Site Improvement and Operations:**

a. All capital improvements to the property such that the property will match the look and feel of Littleton and be of construction standards at least at the quality of other nearby

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businesses and construction standards per state and local building code requirements and bylaws.

- b. The Company shall provide a minimum of two (2) private security personnel to oversee all deliveries of cannabis and from to the site, until such time as the Police Chief, in his sole discretion, determines that the private security detail may be reduced, temporarily suspended, and/or eliminated.
- c. The Facility will not be expanded in size beyond the 3,388 square foot space, within the building located at 160 Ayer Road, Unit 3 Littleton, MA without the approval of the Board and an amendment of this Agreement.
- d. Upon opening, the Facility shall admit customers on a reservation only basis for an initial term to be determined as provided for below. At least two (2) months prior to opening, the Company may confer with the Police Chief for purposes of reviewing the Company's operational and security plans and the recent experience of other comparable retail facilities in nearby communities. The Facility shall operate on a reservation-only basis for a minimum term of two (2) weeks, plus such additional term as the Police Chief shall determine, in his sole discretion, based on anticipated public safety concerns arising out of or relating to traffic and/or vehicle queuing at Ayer Road, or concerns of loitering or persistent exterior pedestrian customer queuing. The Police Chief may extend the reservation-only requirement beyond the initial term in order to address these stated concerns as may be needed based on the observed demand at the Facility. The Police Chief shall lift the reservation-only requirement upon a determination that it is no longer necessary, but may thereafter reinstate it from time to time as may be needed to address the concerns listed above. Such reservation only requirements may be imposed for particular times of day, and/or for particular days of the week, or for other time periods; provided that in no event shall the reservation-only system be required for longer than four consecutive (4) weeks at a time without the Company having the opportunity to review the matter with the Police Chief and the opportunity for the Company to propose alternative measures to manage on-site demand and/or mitigate the concerns that have provided the basis for maintaining the reservation-only system.
- e. The Company will provide parking in an amount and in a layout satisfactory to the Planning Board pursuant to Section 173-200 of the Zoning Bylaw.
- f. The Facility shall not be open to customers outside of the following hours:

Monday:	10:00 am to 10:00 pm
Tuesday:	10:00 am to 10:00 pm
Wednesday:	10:00 am to 10:00 pm
Thursday:	10:00 am to 10:00 pm
Friday:	10:00 am to 11:00 pm
Saturday:	10:00 am to 11:00 pm
Sunday:	10:00 am to 10:00 pm

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Nothing contained in this Section 7 shall prevent the Planning Board from including conditions in a special permit or site plan approval that are more restrictive and/or more protective of the site, the neighborhood and the Town than the terms contained herein.

8. Community Impact Concerns: The Company agrees to employ its best efforts to work collaboratively and cooperatively to address comments presented at the Company's Community Outreach Meeting, to work with its neighboring businesses and residents, and to establish written policies and procedures to address mitigation of any unforeseen issues identified by the Town as having arisen through its operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

9. Retention of Regulatory Authority: By entering into this Agreement, the Town does not waive any enforcement rights or regulatory authority it currently holds over businesses in Town. This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for Littleton Apothecary to operate the Facility in the Town, or to refrain from enforcement action against the Company and/or its Facility for violation of the terms of said permits and approvals or said statutes, and regulations.

10. Support: Upon the request of the Company, the Town agrees to execute a certification that the Parties have executed a Host Community Agreement and certification of compliance with applicable local bylaws relating to the Company's application for a CCC Marijuana Retailer license, to the extent that such compliance has been properly demonstrated. The Town makes no representation in connection with this Agreement that it, or any of its regulatory/permitting boards, commissions, departments or agents will take any particular action on any license or permit application, including, but not limited to, any application for a special permit, building permit, or other local approval. This Agreement does not affect, limit, or control in any way the authority of Town boards, commission, departments or agents to carry out their respective powers and duties to act upon any application for permits, licenses, and approvals within their respective jurisdiction.

11. Term: This Agreement shall be take effect on the date set forth above, and shall be effective until the expiration of five (5) years beginning on the date the Facility commences operation at the premises, or until the permanent cessation of operations, whichever is earlier. At the conclusion of the term of this Agreement, the Parties may renegotiate a new Host Community Agreement. Notwithstanding the foregoing, the Town shall retain the right to enforce the terms of this Agreement up to and through the date that it receives the full payment of the Community Impact Fee required pursuant to Section 3 above and any other outstanding payments required to be made pursuant to this Agreement.

In the event that the Company no longer does business in the Town or in any way loses or has its license revoked by the Commonwealth, this Agreement shall become null and void;

HOST COMMUNITY AGREEMENT

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provided, however, that the Company will be responsible for the prorated portion of all payments provided for in this Agreement up to and including the date that it ceases operation.

12. **Successors and Assigns:** This Agreement is binding upon the Parties hereto, their successors, assigns, and legal representatives (as may be approved as provided for below). The Company shall not assign, sublet, or otherwise transfer its rights or interest in, nor delegate its obligations under, this Agreement, in whole or in part, without the prior written consent from the Town of Littleton, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town of Littleton. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town of Littleton.

13. **Notices:** Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Copy to:

Christopher H. Heep, Esq.
Miyares and Harrington LLP
40 Grove Street Suite 190
Wellesley, MA 02482

To the Company: Littleton Apothecary
c/o Christine Nordhaus
160 Ayer Road
Littleton, MA 01460

Copy to:

Blake M. Mensing, Esq.
The Mensing Group LLC

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100 State Street, 9th Floor
Boston, MA 02109

14. Covenant Not to Sue: The Company agrees that it will not challenge, in any jurisdiction or venue, the enforceability of any provision included in this Agreement. Notwithstanding the foregoing, in the event that a change in Massachusetts law applicable to existing host community agreements expressly renders any provision contained in this agreement unenforceable, or the Cannabis Control Commission specifically rules that a provision of this agreement is unenforceable, the Company may seek judicial relief in an appropriate venue to the limited extent needed to make this Agreement comport with such change in law or ruling of the Cannabis Control Commission.

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

16. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement and the venue for any dispute hereunder shall be Middlesex County.

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

18. Amendments/Waiver: Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

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

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

HOST COMMUNITY AGREEMENT

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21. Signatures: Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.
22. No Joint Venture: The Parties agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town of Littleton as joint ventures or partners.
23. Third Parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.
24. Contingency: The obligations of the Company and the Town of Littleton recited herein are specifically contingent upon the Company obtaining a license for operation of the Facility in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate Community Care Collective in the Town; provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this agreement.

This Agreement shall be null and void in the event that the Company does not locate an adult use marijuana establishment in the Town or relocates the Adult Use Marijuana Establishment out of the Town of Littleton, provided, however, that if the Company decides not to locate an Adult Use Marijuana Establishment in the Town of Littleton, the Company shall reimburse the Town of Littleton for its legal fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the Town of Littleton, the Company agrees that an adjustment of Annual Payments due to the Town of Littleton hereunder shall be calculated based upon the period of occupation of the Adult Use Marijuana Establishment within the Town of Littleton, and in no event shall the Town be responsible for the return of any funds provided to it by the Company.

25. Confidentiality: To the extent that information is required to be provided to the Town pursuant to the terms of this Agreement, the Company may provide financial information, investment materials, plans, documents, and other information related to the Company, its affiliates and operations marked clearly as "Confidential". The Town shall use best efforts to keep such information confidential to the extent permitted by law, in the Town's sole discretion.

HOST COMMUNITY AGREEMENT

DocuSign Envelope ID: B851137F-D115-4554-8F2F-BE64130B21D1

HOST COMMUNITY AGREEMENT
between
TOWN OF LITTLETON, Massachusetts
and
LITTLETON APOTHECARY, LLC

This Host Community Agreement (hereinafter, "HCA") is entered into this 4th day of May, 2020 by and between Littleton Apothecary, LLC, a Massachusetts limited liability company with a principal address of 160 Ayer Road, Littleton, MA 01460 (hereinafter, the "Company") and the Town of Littleton, a Massachusetts municipal corporation with a principal address of 37 Shattuck Street, Littleton, MA 01460 (hereinafter, "Town"). The Company and the Town are hereinafter collectively referred to as the "Parties".

WHEREAS, the Company wishes to locate an Adult Use Marijuana Establishment for the retail sale of marijuana in a 3,388 square foot space, within the building located at 160 Ayer Road, Unit 3 Littleton, MA, shown on Assessor Map R22, Parcel 1-1-3 (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town of Littleton in accordance with its Zoning Bylaw and other applicable local bylaws and regulations; and

WHEREAS, the Company and the Town anticipate that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, as well as unforeseen impacts on the Town; and

WHEREAS, the Company will pay a Community Impact Fee to the Town of Littleton for the impacts of its operations in the event that it receives the requisite License from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Facility and receives all required local permits and approvals from the Town; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Community Impact Fee: The Company and the Town anticipate that the Town of Littleton will incur additional expenses and impacts on the Town of Littleton's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay a Community Impact Fee to the Town, in the amount and under the terms provided herein.

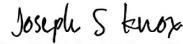
HOST COMMUNITY AGREEMENT

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The following signatures indicate that the parties hereby agree to the terms set forth in this HCA as per the date set forth on the first page of this HCA.

Town of Littleton

DocuSigned by:


303E55A6C1BE467

Joseph Knox, Chair

DocuSigned by:


88167C0995FD4A9

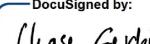
Cynthia Napoli, Vice Chair

DocuSigned by:


1A40D0840182045D

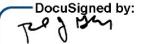
Chuck DeCoste

DocuSigned by:


1D66DDA7EBFC456

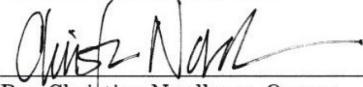
Chase Gerbig

DocuSigned by:


20A5B9996EB74CE

Paul Glavey

Littleton Apothecary, LLC


Christine Nordhaus

By: Christine Nordhaus, Owner

ITEM 2: STATE APPLICATION STATUS



160 AYER ROAD, LITTLETON, MA 01460
LITTLETONAPOTHECARY@GMAIL.COM

September 8, 2020

- August 10, 2020 Application submitted to Cannabis Control Commission (CCC)
- August 11, 2020 Request for Information (RFI) from CCC
- August 11, 2020 Response to RFI
- August 13, 2020 Application Deemed Complete; Municipal Zoning Certification Letter sent to Town of Littleton
- August 14, 2020 Fingerprinting done and background checks begun
- September 8, 2020 Delay by Town Administrator caused Littleton Apothecary to miss consideration for provisional licensure at monthly CCC Meeting
- September, 10 2020 ~~Anticipated Provisional Licensure with CCC.~~
- October 8, 2020 Provisional License approved by CCC.

“WE ALL DO BETTER WHEN WE ALL DO BETTER.” ~PAUL WELLSTONE

ITEM 4: POLICIES & PROCEDURES

POLICIES & PROCEDURES NOT INCLUDED IN THIS PUBLICLY-AVAILABLE DOCUMENT:

- TRANSPORTATION/DELIVERIES
- STORAGE
- SECURITY
- INVENTORY PROCEDURES

Police Chief Pinard has reviewed each of the abovementioned Policies & Procedures. Please see the enclosed letter from Chief Pinard.

Parts of the Diversion Prevention and Dispensing Policies & Procedures have been redacted, as they quote from sections of the above referenced policies.

Fire Chief Wodzinski and Deputy Fire Chief Clancy have reviewed the Security Plan and Floor Plan. Please see enclosed letter from Chief Wodzinski.



Littleton Police Department

500 Great Road • Littleton, Massachusetts 01460-1222 • 978-540-2300

Matthew J. Pinard

Chief of Police

To: Littleton Planning Board
 From: Chief Matthew Pinard
 Date: August 13, 2020
 Re: Littleton Apothecary, LLC.

Dear Board,

I would like to express to you that I have had several meetings with Christine Nordhaus of Littleton Apothecary 160 Ayer Rd. unit #4. Ms. Nordhaus has kept me well informed of her progress to obtain a license for an Adult Retail Marijuana Establishment. She has been more than cooperative with any changes that I have requested at this time.

I have reviewed and approve of all protocols that she has in place thus far for: Security, Transportation/Deliveries, Storage, and Inventory.

On July 29, 2020 Building Commissioner, Ed Mullen and I completed a full review of proposed interior camera locations, exterior camera locations, and security system and security personnel. As well as all interior plans that specify public access areas, employee only access areas, storage, preparation, administrative, waste disposal, and receiving areas.

Ms. Nordhaus is developing a Disaster/Emergency Preparedness Plan in collaboration with Cannabis Control Commission-Approved vendors and her Security Contractor, Strong Box Security which will include input from Littleton Police Department as well as A.L.I.C.E. training for all employees. I was also informed of and approve of the location for the Secure Interior Room that could shelter employees in the time of a disaster.

Ms. Nordhaus has informed me of the specifics to where and how her product will be delivered to her location. I would ask that this is not discussed in any meetings as it would be seen in my eyes as a security breach of her proposed facility. As part of the HCA I will have full discretion to assign detail officers to manage any traffic issues. It is our hope that we can manage traffic control in the front parking lot and to reserve the rear parking lot for employee parking as well as deliveries.

As the build out of the proposed location gets under way I will be involved and have several inspections of the location as well as a final review with Ms. Nordhaus. If you have any questions or requests please feel free to contact my office.

Respectfully,
 Chief Matthew Pinard



Town of Littleton Fire Department Office of Fire Prevention

20 Foster Street Littleton, MA 01460 P:(978) 540-2302 F:(978) 952-2359

"Protection of life and property through a combination of emergency response and loss prevention services"

September 8, 2020

To Members of the Planning Board:

This letter is in reference to the proposed retail marijuana establishment known as Littleton Apothecary to be located at 160 Ayer Road, Unit #4. The Deputy Fire Chief, Tom Clancy and myself have met with and been in correspondence with Christine Nordhaus regarding the requirements she needs to comply with in order to begin operations.

Deputy Chief Clancy visited the site on August 5th and went over fire protection requirements for the venue including certification of the sprinkler and fire alarm systems. Ms. Nordhaus has coordinated these tasks with the landlord of the property and they are being addressed.

Myself and the Deputy Chief had a video conference with Ms. Nordhaus on Wednesday, September 2nd. We reviewed her Security Plan, Disaster Plan, Floor Plan and her plan to have her employees trained in the proper use of fire extinguisher which the department will provide when she is ready. We had a positive discussion with her and have no issues with any of these items.

When the actual buildout of the facility begins, her contractor will need to apply for the proper permits from the Fire Department for any modifications to the sprinkler system or fire alarm and a final inspection will be required by us. Based upon our experience so far, we have no doubt that Ms. Nordhaus will keep us informed throughout.

If members of the Board have any further questions, please feel free to contact Deputy Chief Clancy.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Scott Wodzinski".

Scott Wodzinski

Fire Chief

RESTRICTING ACCESS TO AGE 21 AND OLDER



Zoning-compliant, state-mandated signage reading, “No Admittance to Persons Under 21 Years of Age” will be highly visible on exterior of shop.

Security personnel will be stationed outside the shop with Intellicheck scanners. No one under the age of 21 will be permitted inside any part of Littleton Apothecary, not even owner or employee children, or babies-in-arms.

Our security personnel are highly trained in de-escalation techniques.

If a person provides a form of identification not deemed valid by security and/or incapable of being verified by the Intellicheck Scanner, the person will be instructed to leave by security personnel. If the person will not leave the premises willingly, Littleton Police will be called to assist.

Every employee of Littleton Apothecary will be trained with state-mandated Responsible Vendor Training, which includes:

- Best practices for prevention of sales to minors
- What forms of identification are acceptable
- How to check identification
- Spotting false identification
- Common mistakes on verification
- Provisions for confiscating fraudulent identification

Additionally, security personnel will enforce Littleton Apothecary’s anti-loitering policy.

Littleton Apothecary (“The Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to 935 CMR 500.105

RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.30, Littleton Apothecary will only employ marijuana establishment agents who are at least twenty-one (21) years old.

Littleton Apothecary will only allow visitors, age twenty-one (21) or older, at the Company's facilities. The Company defines visitors in accordance with the Commission's definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company's facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:

- a) A motor vehicle license;
- b) A liquor purchase identification card;
- c) A government-issued identification card;
- d) A government-issued passport; and
- e) A United States-issued military identification card.

DIVERSION PREVENTION

Littleton Apothecary uses a systematic methodology to implement a security operations plan which creates a framework of physical security features, technology, policy & procedure, training and administrative controls to mitigate and prevent the risk of diversion.

Diversion prevention is not dependent on one security system, but all systems, policy/ procedures and training. It is a holistic effort reliant on the successful integration of all elements of the plan.

The threat of diversion comes from two sources: internal and external threats. It is the desire of the offender within those defined subcategories to exploit the vulnerabilities of opportunity (location or place) or ability (victim or target).

External offender threat - An external threat can be defined as a threat from someone/ something that does not have a direct or indirect connection to Littleton Apothecary. and creates risk by malicious acts, exploited acts or unintentional acts.

Internal Offender Threat - The threat from internal diversion is a substantial risk that needs to be mitigated. An internal threat can be defined as an employee, ex-employee or someone that has intimate knowledge of the specific process, workflow or standard operating procedures of LA and creates risk by malicious acts, exploited acts or unintentional acts.

Diversion outcomes can be disruption of operations, compromise or theft of digital information/ data or trade secrets, or diversion of marijuana or product/theft of assets. Below is a synopsis of the elements of Littleton Apothecary's approach to diversion prevention. This includes specific technology, hardware and administrative functions to safeguard inventories to prevent diversion of marijuana and marijuana products.

Physical Access

The facility has been designed so that no products of any kind can be seen from the exterior of the building. Every person who enters the building is either an employee with a valid access code, or a member of the public who has been identified and has had their ID verified. The lack of visible product and restricted access to any area with significant amounts of marijuana products reduces the opportunities for external threats to divert product.

Intrusion Detection Systems

Littleton Apothecary's alarm systems are continuously monitored and will alert law enforcement if any unauthorized entry into the building is made, reducing the risk of an external threat.

Surveillance Systems

Cameras that cover the entire interior of Littleton Apothecary, continuously monitored offsite, provide security and deterrence to both internal diversion (employee theft, retail fraud) and external threats.

DIVERSION PREVENTION

Electronic Access Control

All entry doors to Littleton Apothecary, as well as all interior doors, are controlled by an electronic access control system. Doors may only be opened by someone with a valid access code (access card). Every door access is logged with who opened it and when.

Specific employees can be restricted or granted access to specific areas. [REDACTED] as the [REDACTED], reducing access [REDACTED].

Electronic Tracking Systems

The METRC seed-to-sale cannabis POS system identifies every item in Littleton Apothecary's inventory. Missing items or inconsistencies in inventory quantities or amounts can be quickly identified, tracked, and traced, reducing the possibility that diversion will go unnoticed.



Inventory Process

Upon delivery of product, LA requires two dispensary Agents to weigh, inventory, and account for -- on video and in the inventory system -- all cannabis products.

Containers are physically examined for evidence of tampering, and Agents confirm the accuracy of entries in comparison with the inventory management and METRC point of sales systems. Any discrepancy is reported and immediately investigated by Manager and Executive.

Reporting Requirements and Compliance

Robust reporting requires that Littleton Apothecary accounts for every item that it enters inventory, and its eventual disposition, whether it be sold or disposed of. Tracking the state of every item makes internal diversion difficult, as multiple accounting systems are designed to notify if there are any discrepancies.

Human Resources

Littleton Apothecary employs a rigorous hiring process that includes extensive interviews and background checks to ensure employees are qualified and do not represent a public safety threat. Any employee found to be diverting product or violating any laws or regulation will be terminated immediately and reported to the Department of Public Health and/or Cannabis Control Commission and law enforcement.

DIVERSION PREVENTION

Training

Employees receive extensive and continuous training (which includes training relating to the laws and regulations of the cannabis industry in Massachusetts), and they are required to sign an Anti-Diversion pledge.

Pursuant to 935 CMR 500.105(1)(m), Littleton Apothecary's written operating procedures will include a policy for the immediate dismissal of any marijuana establishment agent who has diverted marijuana.

Pursuant to 935 CMR 105(13)(b)(2), any incidents of diversion that occur during transport between marijuana establishments shall be duly reported to the Cannabis Control Commission and the applicable law enforcement authorities at the local and state levels not more than 24 hours of discovery of any incident. In addition, discrepancies shall be recorded and reported according to Littleton Apothecary's incident response plan.

Inventories will be highly restricted, secured, and surveilled areas with posted limited access.



with 935 CMR 500.11(5)(a)(4)

A copy of the shipping manifest shall be transmitted to the receiving dispensary prior to transport. All dispensary deliveries shall be processed prior to leaving the marijuana



In the event that there are any loss inventory discrepancies discovered by any employee, said discrepancy shall be promptly reported to the department manager upon discovery. The manager shall report all unresolved inventory discrepancies to the Cannabis Control Commission and law enforcement authorities not more than 24 hours from the discovery of any incident, in accordance 935 CMR 500.105(13)(b). Littleton Apothecary shall conduct an internal investigation to determine the appropriate consequences of the inventory discrepancy and to properly investigate the root cause of the discrepancy so as to minimize the likelihood of a repeated discrepancy of that specific origin.

QUALIFICATIONS & TRAINING

All Littleton Apothecary employees will complete all applicable training prior to performing their roles.

Within 90 days of hire, and before being allowed to handle cannabis and cannabis products, all managers and employees of Littleton Apothecary involved in cannabis sales and handling, as well as its owner, will successfully complete Responsible Vendor Training in compliance with 935 CMR 500.105(2) and be required to successfully complete the training once a year. Records of compliance with Responsible Vendor Training will be maintained for at least four years, and will be available upon request by the Commission.

Employees will receive applicable training for their roles in the areas of: METRC Seed-to Sale Tracking, Safe Handling and Packaging of Cannabis and Cannabis Products, Cash and Inventory Reconciliation Procedures, Point-Of-Sale Software, Security/Safety/Emergency Training, and Recognizing Unconscious Bias, with retraining occurring annually or as required in 935 CMR 500.102(2), and as required and/or requested by the owner of Littleton Apothecary.

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

Littleton Apothecary will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Littleton Apothecary discovers any of its Agents are not suitable for registration as a marijuana establishment Agent, the Agent's employment will be terminated, and Littleton Apothecary will notify the Commission within one business day that the agent is no longer associated with the establishment.

DISPENSING PROCEDURES

Verification of Identification

Depending on the weather and number of people awaiting entry, Littleton Apothecary security will inspect and verify our customer's proof of identification either before entry into the shop, or inside the access-controlled vestibule ("Man Trap"). Using Intellicheck scanners, security will confirm a valid government-issued ID and proof that the individual is over 21 years of age. No one will be admitted to the shop who does not meet the above identification requirements.

Customer identification will be further verified at the point of sale by shop sales staff. Littleton Apothecary will not retain any of our customers' personal information without express written permission.

Sales Limits

In accordance with M.G.L. c. 94G, § 7, Littleton Apothecary will not knowingly sell more than one ounce of cannabis or its combined dry weight equivalent in cannabis concentrates or edible products to a customer per day.

According to 935 CMR 500.140:

- One ounce of cannabis flower equates to 5 grams of active THC in cannabis concentrate including, but not limited to, tinctures.
- One ounce of cannabis flower equates to 500 milligrams of active THC in edible cannabis products.
- There is no limitation on daily sales for topical cannabis products.

As part of our delivery check-in procedure, Littleton Apothecary will confirm that none of the products for sale in the shop will exceed the potency levels established by 935 CMR 500.150(4)

Our point-of-sale system (IndicaOnline) will not allow for a transaction exceeding the limit established in 935 CMR 500.140(3)(a) or the potency levels established in 935 CMR 500.140 (3)(b)

Refusal of Sales

As mentioned above, Littleton Apothecary will refuse sales to those who fail to produce valid proof of identification.

Littleton Apothecary will also refuse sales to an individual if, in the opinion of shop security or staff (based on the information available to us at the time), the individual or the public would be placed at risk. This includes, but is not limited to: daily transactions that exceed the legal possession limits or that create a risk of diversion/black-market sales.

Product/Inventory in the Shop

Inventory is managed by shop management.

DISPENSING PROCEDURES

All products sold at Littleton Apothecary will be accurately labeled according to packaging requirements of 935 CMR 500.105(6). Customer purchases will be placed into the required child-proof envelopes before leaving the point of sale.

Recording Sales

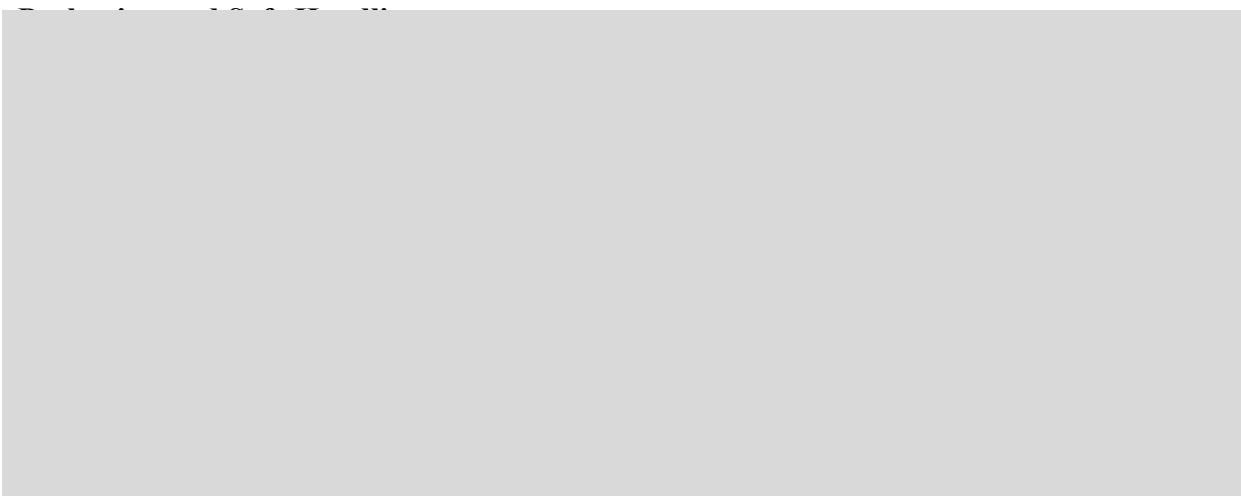
Littleton Apothecary will utilize IndicaOnline as its point-of-sale (POS) system. We will conduct monthly sales data and equipment analyses to determine that no manipulative or harmful software has been installed. We will maintain these analyses records in order to produce it upon request by the Commission. In compliance with 935 CMR 500.105, if Littleton Apothecary discovers any manipulative or harmful software has been installed, we will immediately inform the Commission and cooperate fully with any Commission investigation.

Consumer Education

Educational materials and resources, as well as resources for recognizing signs of addiction/ substance abuse and substance abuse treatment resources, will be available in the shop and on our website. In order to make our educational materials available to every customer, Littleton Apothecary will seek the advice of the Commission in identifying commonly-spoken languages in our area. We will also provide these materials in accessible formats for the hearing- and visually-impaired.

Our educational materials will provide information about responsible cannabis consumption and storage (especially away from children), warnings about side effects or potential health risks associated with using cannabis, as well as the dangers associated with driving or operating equipment while under the influence of cannabis. Our website and in-shop educational materials will state that cannabis has not been analyzed or approved by the FDA

Littleton Apothecary employees, in-shop educational materials and website will have information describing the differing effects of various strains of Marijuana, as well as various forms of consumption. We will provide our customers with materials designed to help them track the strains they have used and their associated effects. Our employees and materials will always emphasize using the smallest amount possible to achieve the desired effect and explain tolerance, dependence, and withdrawal. We will keep our materials up to date with any changing requirements of the Commission, and in ready supply at the shop.



DISPENSING PROCEDURES



DIVERSITY PLAN

Employee Diversity Goals: *Littleton First?*

Littleton, 2019		Littleton, 2019	
White	88.1%	Population	10,200
Asian	6.1%	Male	49.5%
Two or more races	4.0%	Female	50.5&
Hispanic	1.1%	Disabled (under 65)	8.3%
Black	0.4%	LGBTQ+	No Data
Other	0.3%		

Goal

Our goal is to build a workforce which is as diverse, at least, as our community. Littleton is under-represented in terms of racial/ethnic diversity. It is our goal to hire a workforce that consists of:

35% Women	2% Veterans
15% Minority	2% Disabled Persons
5% LQBTQ+	

Programs

Owing to Littleton's lack of diversity, Littleton Apothecary will advertise employment opportunities for women in Littleton, beyond Littleton in Lowell's neighborhoods of Disproportionate Impact, and on various online sites:

- Diversityjobs.com
- Littleton Women's Social Media Groups: Littleton Women Discussing (Facebook), Littleton, Mass Moms United (Facebook), Littleton Shop Local (Facebook)
- Militaryhire.com
- MassHire Career Center in Lowell, serving Lowell's neighborhoods of disproportionate impact, as well as veterans and minorities.

Measurements

Annual analysis and improvement of our plan, to increase the diversity of our staff.

Littleton Apothecary, LLC acknowledges that it shall show progress or success of our plan at least annually as an express condition of renewal of its licensure, with the submission of a renewal application to be submitted no later than 60 days prior to the date of the anniversary of the issuance of provisional licensure, and every year thereafter.

Littleton Apothecary, LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Littleton Apothecary, LLC acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

PERSONNEL POLICY INCLUDING BACKGROUND CHECKS

Littleton Apothecary hopes to offer the highest starting wages for Cannabis retail agents in Massachusetts. Littleton Apothecary's owner will strive for full transparency and accessibility and foster a work ethic that focuses on Littleton Apothecary's community-driven mission.

Personnel Records

Littleton Apothecary will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning employees, including registration status and background check records. Personnel records will be kept in a secure location or secure digital storage to maintain confidentiality and will only be accessible by Littleton Apothecary Executive management and a contracted Human Resources agency.

Littleton Apothecary will keep, at a minimum, the following personnel records:

- Job descriptions for each employee, as well as organizational charts consistent with the job descriptions.
- A personnel record for each employee and/or agent.
- A staffing plan that demonstrates safe staffing levels during business hours.
- All background check reports obtained in accordance with 935 CMR 500.030

Confidentiality

All personnel records created or received by the Littleton Apothecary shall be assumed to be confidential and will be stored in a secure location or secure digital storage accessible only to the Executive management of Littleton Apothecary and a contracted Human Resources agency.

These records will only be released to specific parties and under specific circumstances, such as:

- If disclosure is required pursuant to a state or federal law.
- To the individual or the individual's authorized representative, if the individual executes a written release in a form and manner determined by the Commission.
- To other government officials and agencies acting within their lawful jurisdiction which includes, but is not limited to, law enforcement personnel.
- To the Commission staff if required during an administrative or a judicial proceeding, or
- If an individual or entity obtains an order from a court of competent jurisdiction.

Hiring

Littleton Apothecary's management will confer on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs.

PERSONNEL POLICY INCLUDING BACKGROUND CHECKS

Littleton Apothecary's personnel practices will comply with the following, which will apply to all employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements
- Littleton Apothecary's Diversity Plan
- Background checks and references
- Mandatory reporting of criminal convictions (and termination if necessary)
- State and Federal Family Leave Act
- Workplace Safety Laws
- Workers' Compensation
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct

Littleton Apothecary is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is our mission to provide a professional workplace free from harassment and discrimination for employees. Littleton Apothecary will not tolerate harassment or discrimination based on sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance.

Harassment or discrimination based on any protected trait or characteristic is contrary to Littleton Apothecary's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment,
- Has the purpose or effect of unreasonably interfering with an individual's work performance, or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Littleton Apothecary employees or customers is also condemned and will be promptly addressed.

Drug, Alcohol and Smoke Free Workplace Policy

All Littleton Apothecary employees must comply with mandatory drug, alcohol, and smoke-free workplace policy as a condition of their employment.

Littleton Apothecary is committed to providing a safe work environment and to promoting and protecting the health, safety and well-being of our employees. In order to maintain a drug,

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alcohol and tobacco-free workplace, no employee shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs, use of prescription drugs that are not used as prescribed, or use of any other substance that causes intoxication. Use or possession of drugs or alcohol as described in this policy is prohibited on the premises.

This policy is intended to regulate our work environment and does not mean that any other conduct involving drugs, alcohol, or tobacco is necessarily acceptable or permitted. Therefore, the following activities and conduct by employees shall be prohibited:

- The unlawful use, possession, solicitation for, distribution of, or sale of narcotics or other illegal drugs, alcohol, or tobacco on Littleton Apothecary premises.
- The unlawful use, possession, solicitation for, distribution of, or sale of prescription medication.
- Being impaired by legal drugs or under the influence of illegal drugs or alcohol while performing workplace duties.
- Possession, use, solicitation for, distribution of, or sale of illegal drugs away from the workplace.

Tobacco may be in an employee's possession but may not be displayed and may not be used on the premises.

Violations of this drug, alcohol and tobacco-free workplace policy are subject to disciplinary sanctions up to and including the termination of employment. Appropriate remedies for violations may include, but are not limited to, substance abuse counseling, treatment programs, and referral to law enforcement authorities.

Violence and Weapons in the Workplace

Any act of violence in the workplace will result in immediate dismissal of the employee, or removal of customer or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose.

Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

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Workplace Attire

In all cases Littleton Apothecary employees' appearance is expected to be tidy, appropriate, and professional. Specific attire for Agents will vary based upon required duties. Training will cover the attire expected for each role and the Manager will be responsible for ensuring compliance.

Policy for the Immediate Dismissal of Agents

Per 935 CMR 500.105(l)(m)(1), Littleton Apothecary will immediately dismiss any marijuana establishment Agent who has diverted marijuana. This incident will be immediately reported to law enforcement officials and to the Commission.

Littleton Apothecary will immediately dismiss any agent engaged in unsafe practices with regard to operation of the Cannabis Establishment, which will be reported to the Commission.

Littleton Apothecary will immediately dismiss any agent who has been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority

Written Policies

Littleton Apothecary's written policies will address:

- The Family and Medical Leave Act (FMLA)
- The Consolidated Omnibus Budget Reconciliation Act (COBRA)
- Equal Employment Opportunity
- The Employee Retirement Income Security Act (ERISA)
- Disability and Workers' Compensation
- Holidays, Sick Time, Personal Time, Vacation, and Bereavement Leave
- Jury Duty and Military Leaves of Absence
- Working Hours, Pay Rates, Overtime, and Bonuses
- Minority and Veteran Hiring Preferences

Investigations

Littleton Apothecary will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500. Littleton Apothecary may retain counsel specializing in employment law to assist with any issues and questions.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending on the specific position. Schedules will be set according to current needs as determined by management. It is management's responsibility to develop and implement a work schedule that provides personnel coverage but does not exceed what is required.

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Meetings and Community Service

There will be a company-wide meeting on a monthly basis, and all personnel will be notified if their attendance is required.

All employees are encouraged to participate in, or organize, Community Service projects, and consideration will be given to provide paid time to complete such projects.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Following a 90-day probationary period, semi-annual reviews will provide employees with feedback on their performance and evaluate their opportunities for advancement and pay increases.

Performance reviews will be conducted by shop management. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews will be retained in each employee's employment file. Performance reviews must consider both positive performance factors and areas requiring improvement.

Disciplinary Policies

Littleton Apothecary's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Littleton Apothecary reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense.

The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on Littleton Apothecary as an organization.

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the Manager to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The Manager should discuss with the employee the nature of the problem and/or violation of company policies and procedures.

The Manager is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem. Within five business days, the Manager will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the

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written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Littleton Apothecary recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the Manager or Executive will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations.

A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the Manager or Executive may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from the Executive Management. Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws.

Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Littleton Apothecary will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment.

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However, LA reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Executive. Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Littleton Apothecary and its employees.

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution. If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

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

Documentation

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

Agent Background Checks

In addition to completing the Commission's Agent registration process, all Agents hired to work for Littleton Apothecary will undergo a detailed background investigation prior to being granted access to Littleton Apothecary premises or beginning work duties.

Background checks will be conducted on all Agents in their capacity as employees of Littleton Apothecary, pursuant to 935 CMR 500.101(1)(b), and will be used by the Manager, Executive, or any other appropriate employee of LA, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04 and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment Agent.

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For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.800, LA will consider:

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

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

- Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
- Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Littleton Apothecary will consider the following factors:
 - Time since the offense or incident.
 - Age of the subject at the time of the offense or incident.
 - Nature and specific circumstances of the offense or incident.
 - Sentence imposed and length, if any, of incarceration, if criminal.
 - Penalty or discipline imposed, including damages awarded, if civil or administrative.
 - Relationship of offense or incident to nature of work to be performed.
 - Number of offenses or incidents.
 - Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered.
 - If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained, and
 - Any other relevant information, including information submitted by the subject.
 - Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary

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Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

Upon adverse determination, Littleton Apothecary will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement. After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Littleton Apothecary along with any legal notices required.

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

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

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

As deemed necessary, individuals in key positions with unique and sensitive access will undergo additional screening, which may include interviews with prior employers or colleagues.

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

Qualifications for Employment and Training

As per CMR 935.500.105 (2), all Littleton Apothecary registered Agents (employees) will complete training prior to performing any job functions. Training will be tailored to the roles and responsibilities of their job function, and will include a Responsible Vendor Program as per 935 CMR 500.105(2)(b).

Staff at Littleton Apothecary will receive a minimum of eight hours of on-going training annually after their initial employment training. As per CMR 935.500.105(2), employees will also be trained regarding customer privacy and confidentiality requirements pursuant to 201 CMR 17.00 Standards for the Protection of Personal Information of Residents of the Commonwealth.

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Qualifications

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

Littleton Apothecary will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Littleton Apothecary discovers any of its Agents are not suitable for registration as a marijuana establishment Agent, the Agent's employment will be terminated, and Littleton Apothecary will notify the Commission within one business day that the agent is no longer associated with the establishment.

Workforce

Retail Sales Agent

Littleton Apothecary will have an ongoing need for retail sales professionals who can communicate articulately and passionately with customers about a wide range of cannabis products while maintaining compliance with Massachusetts law.

Desirable backgrounds include retail sales, consumer banking, cannabis sales, and customer service. Knowledge of cannabis, the varieties, and the way they are safely and effectively used or ingested is highly relevant. Retail Sales Agents are responsible for greeting customers, diligently recording customer personal data, providing product information regarding cannabis types and strains, and guiding customers towards suitable purchases from our product range.

The Retail Sales Agent should be professional, personable, appropriately dressed, and knowledgeable about both the products and the industry. They will be trained by the Manager and will work alongside them to learn the total operation of the retail store as well as compliance to regulations.

Both part-time and full-time positions may be available.

Manager

Our Manager is the public face of who we are, and what we stand for. The Manager must interface with customers, staff, law enforcement, vendors, consultants, outside contractors, and compliance officers. They must maintain records, have contact with the wholesaler, embrace customer education and understand marketing. They will train employees, help decide which product to carry and help determine best pricing based on market conditions.

They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important tasks of the Manager are to ensure security, prevent diversion, diligently maintain records, enforce procedures and processes, and ensure that our

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customers receive the very best product and the very best service.

All employees will be hired on a three (3) month probationary basis. During this probationary period, candidates will undergo a training program and will also be evaluated for suitability in restricted-access areas within the establishment. They will need to meet Littleton Apothecary's qualifications for continued employment which will be compliance with all CCC regulations and LA's policies and procedures.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Littleton Apothecary's Agents must successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function.

Training may be done on site, online, or at another suitable location and will include a detailed review of LA's policies and relevant reading materials. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

Responsible Vendor Program

All of Littleton Apothecary's Executives, Managers, and employees will attend and successfully complete a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment Agents.

New employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Every Executive, Manager, and employee will then successfully complete the program once every year thereafter. LA's records of responsible vendor training program compliance will be maintained for at least four years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, Littleton Apothecary's Agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

- Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment.
- Best practices for diversion prevention and prevention of sales to minors.
- Compliance with tracking requirements.
- Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications.
- Other significant state laws and rules affecting operators, such as

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- Local and state licensing and enforcement.
- Incident and notification requirements.
- Administrative and criminal liability and license sanctions and court sanctions.
- Waste disposal and health and safety standards.
- Patrons prohibited from bringing marijuana onto licensed premises.
- Permitted hours of sale and conduct of establishment.
- Permitting inspections by state and local licensing and enforcement authorities.
- Licensee responsibilities for activities occurring within licensed premises.
- Maintenance of records and privacy issues and
- Prohibited purchases and practices.

Additional Training

In addition to the Responsible Vendor Training pursuant to 935 CMR 500.105(2)(b), training will include but not be limited to

- Legal/compliance training covering all applicable laws and regulations at the local, state, and federal levels. Legal training documents and agenda will receive consistent review by an attorney to ensure accurate and up to date legalities.
- Work Ethics training will cover LA's general rules, sexual harassment, and effective interaction with law enforcement personnel. All employees will be required to sign off on training.
- Operational safety and compliance training will cover all required elements of safety and security. Employees will also undergo job specific training, etc. Employees will also be trained on how to respond in crises such as robbery, theft, earthquake or acts of terrorism. Employees will be instructed that the manager on duty is in charge during an emergency to minimize confusion. Annually, staff will be trained to address
- Individual roles and responsibilities during a fire emergency or drill.
- Threats, hazards, and protective actions regarding fire safety.
- Notification, warning, and communications procedures in the event of a fire emergency.
- Means for locating family members in an emergency.
- Emergency response procedures.
- Evacuation, shelter, and accountability procedures.
- Location and use of common emergency equipment including fire extinguishers and fire alarms.
- Emergency shutdown procedures.

Ongoing Training & Education

All workers will be initially trained by management or approved professional training firms, and a copy of the training manual will always be easily available for employee/staff review. The manual outlines safety, policies, standards, procedures, how to operate equipment and all other information relevant to serving customers and operating the site in a safe, secure manner.

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Training sessions will be conducted regularly to re-familiarize and review standards, procedure, safety and equipment operations with an emphasis on expanding worker knowledge and comfortability. Workers are encouraged to request additional training materials that will be provided to them at no cost and shared with all workers pending management approval.

Regular skill-building sessions and workshops in the areas of safety, customer advocacy, community service and more are provided to workers at no cost. Workers are encouraged to request skill-building sessions based on their experiences serving customers and their observations onsite and within the community.

Training Plan

In addition to Responsible Vendor Program, new employees will undergo a 4-day training program.

Day 1

- Introduction and new hire paperwork onboarding – 2 hours
- Employee manual review – 2 hours
- Lunch – 30 minutes
- City and State compliance – 2 hours
- POS training – 2 hours

Day 2

- City and State compliance – 2 hours
- Product training – 2 hours (emphasis on leaf)
- Lunch – 30 minutes
- Product training 4 hours (leaf)

Day 3

- Security and ID check training – 2 hours
- Product Training – 2 hours (oils and extracts)
- Lunch – 30 minutes
- Product training – 2 hours (edibles)
- Product training – 2 hours (ancillary items, glass and vaporizers)

Day 4

- Overview and questions from first 3 days – 2 hours
- Bud Tender training – 2 hours (sales and customer service training)
- Lunch – 30 minutes
- Bud Tender training – 4 hours (role playing, understanding how to pitch products, working with difficult customers, etc.)

Training Documentation

All training, whether new employee, Responsible Vendor Program, or ongoing training, will be documented with a signed statement including the name and job title of the employee, the time, date, and place that they received said training, the topics discussed, and the name and title of the presenters.

MAINTAINING OF FINANCIAL RECORDS

Littleton Apothecary financial records will be maintained according to generally accepted accounting principles, and available for inspection by the Commission upon request.

Financial Records will include (but are not limited to)

- Inventory Records.
- METRC and Point-of-Sale Records.
- Assets and Liabilities.
- Monetary Transactions
- Supporting documents including, but not limited to: ledgers, agreements, checks, statements, vouchers, and invoices.
- Sales records including the quantity, form, and cost of all cannabis products sold.
- All payments, including salary and wages, stipends, reimbursements, executive compensation, bonuses, benefits, or any item of value or payment in kind, paid to all employees, executives, or any other person having direct or indirect control over Littleton Apothecary.

If Littleton Apothecary ceases operations/closes, all financial records will be kept for at least two years, at the expense of Littleton Apothecary.

Littleton Apothecary will utilize IndicaOnline as a Point-of-Sale System and will conduct a monthly analysis of its equipment and sales data to determine that no malicious software has been installed which could manipulate or alter sales data. Records of this monthly analysis, which will be available upon request to the Commission. If Littleton Apothecary determines that such malicious software has been installed, or that any other methods have been used to manipulate or alter sales data we will immediately disclose this information to the Commission and cooperate in any subsequent investigation.

We will comply with all Dept of Revenue Record Retention and recordkeeping requirements and will maintain separate Point of Sale systems for Marijuana and Non-Marijuana product sales. The CCC and Department of Revenue may audit and examine our Point of Sale system in order to ensure compliance with applicable Massachusetts tax laws and Adult use Marijuana laws.

Our accounting firm and banking institution will train our bookkeeper in all bookkeeping and record keeping procedures that relate to adult-use cannabis businesses.

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Littleton Apothecary will utilize a point-of-sale software package that will integrate with METRC seed-to-sale inventory tracking software to record sales and utilize separate accounting practices for cannabis and non-cannabis products. Our record keeping will comply with 830 CMR 62C.25.1.

All accounting, inventory and seed-to-sale tracking records, waste disposal records, as well as employee records, training certifications, and written operational procedures, will be available for inspection by the CCC upon request at all times. In addition, typical business records (assets & liabilities, books of accounts, sales records, transactions, salaries, etc.) will be kept and available to the CCC in accordance with 935 CMR 500.105(9). All records will be kept electronically onsite at Littleton Apothecary, and when appropriate for confidentiality purposes, with our legal and/or accounting firms, and Human Resources contractor. Additionally, all Littleton Apothecary computers and point-of-sale hardware will be automatically backed up nightly utilizing a secure, cloud-based backup service.

Following closure of Littleton Apothecary, all records will be kept at LA expense for a minimum of two years in a form and location acceptable to the CCC.

Monthly analyses of equipment and sales data will be performed by Littleton Apothecary to determine that no potentially harmful or manipulative software has been installed. The discovery of any such software will be disclosed immediately to the CCC.

Financial Records and the General Ledger will be maintained by Management and Littleton Apothecary's accounting firm.

LA shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)e.

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinaw action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with LA, in accordance with 935 CMR 500.1 05(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f) as required under 935 CMR 500.10502).

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Visitor Log

LA will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.1 IO(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

Real-Time Inventory Records

LA will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8). Real-time inventory records may be accessed via METRC, the Commonwealth's seed-to-sale tracking software of record. LA will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

Manifests

LA will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent's (LME) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. LA will maintain records of all manifests.

Incident Reports

LA will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.1 10(7).

Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or

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unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

LA shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500. I IO(7)(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. LA shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

Transportation Logs

In the event that LA operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.1 15(13). LA shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

Security Audits

LA will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.1 10(8). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to LA's security system, LA will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

Confidential Records

LA will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(k). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

ENERGY COMPLIANCE PLAN

Littleton Apothecary plans to modify an existing commercial multi-unit building to create a retail cannabis establishment. Only the interior of the building is being changed, and the changes do not represent a significant alteration to the structure. In addition, Littleton Apothecary is only occupying one of six units in the building, and so will share heating/cooling and other energy infrastructure with other tenants.

During our buildout phase we will work with our architect and engineer to identify and as many energy saving strategies as possible.

In addition, Littleton Apothecary will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation.
- Installing ‘smart’ thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks.
- Coordinating with the HVAC contractor to identify any energy saving opportunities.
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters.

On a go-forward basis, any replacements or upgrades of heating/cooling, lighting, plumbing, and retail equipment (for example, POS stations) will include energy efficiency as part of its criteria for evaluation.

In consideration of renewable energy: Littleton Electric Light and Water Department (LELWD), the municipal electric utility which will provide Littleton Apothecary with its water and electricity, is a forward-looking local utility which focuses on purchasing renewable energy futures and local power generation (e.g. local small scale solar). Last year more than 30% of its energy was generated from renewable sources.

Littleton Apothecary will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

Littleton Apothecary acknowledges that once a Provisional License is issued, Littleton Apothecary, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

Littleton Apothecary will also include a summary of information that was considered to make

ENERGY COMPLIANCE PLAN

the decision (i.e. costs, available incentives, and bill savings). Littleton Apothecary will engage in either a Mass Save audit or coordinate with our local municipal electric company to conduct an audit, which will be included in the summary.

As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for Littleton Apothecary to optimize its energy usage.

Littleton Apothecary is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs. Littleton Apothecary will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

Littleton Apothecary will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.

ITEM 6: QUANTITY & SOURCES OF MARIJUANA

PLAN FOR OBTAINING MARIJUANA PRODUCTS

In the interest of public safety and our business relationships, we will not reveal our supplier details, nor the details of our wholesale product agreements to the Town of Littleton Planning Board and the public record. These details will be available to the Cannabis Control Commission and Chief Pinard upon request.

Littleton Apothecary will source all of its cannabis and cannabis-infused products from duly-licensed Massachusetts cultivators and manufacturers, and all products will be tracked and recorded with state-mandated METRC Seed-to-Sale Tracking software.

We have established relationships with licensed wholesaler cultivators and manufacturers to ensure that we will have immediate access to cannabis inventory from opening day onward.

Littleton Apothecary will strive to adapt our product offerings to meet consumer demands and preferences and to ensure that we are only selling the highest quality products all in strict adherence with all applicable security and safety regulations.

Our preferred suppliers are Cannabis Micro-Businesses and other independent producers, and we look to source between 500 and 3000 pounds of cannabis flower or equivalent manufactured products each calendar year.

There is no way to accurately predict, at this early stage, the quantity of cannabis to be sold at Littleton Apothecary.

ITEM 8: WRITTEN STATEMENT CONCERNING CONSUMPTION



160 AYER ROAD, LITTLETON, MA 01460
LITTLETONAPOTHECARY@GMAIL.COM

August 24, 2020

Dear Planning Board,

Even though Littleton Apothecary is not a cultivator, manufacturer, tester, or researcher of marijuana or marijuana products, I thought I'd offer this written statement anyway. Just in case.

I confirm that no marijuana or marijuana products will be smoked, burned or consumed on the premises of Littleton Apothecary.

Yours Truly,

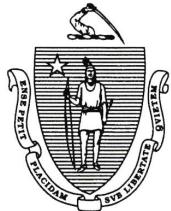
Christine Nordhaus, Proprietor
Littleton Apothecary, LLC.
160 Ayer Road, Suite 4
Littleton, MA 01460

"WE ALL DO BETTER WHEN WE ALL DO BETTER." ~PAUL WELLSTONE

ITEM 9: OWNERSHIP**LITTLETON APOTHECARY IS WHOLLY OWNED BY:**

**CHRISTINE NORDHAUS
43 STARR HILL
LITTLETON, MA 01460**

ITEM 10: CORPORATE ARTICLES & CERTIFICATES



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

William Francis Galvin
Secretary of the
Commonwealth

June 17, 2019

TO WHOM IT MAY CONCERN:

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

LITTLETON APOTHECARY, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 3, 2019**.

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:
CHRISTINE NORDHAUS

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

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

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

William Francis Galvin

Secretary of the Commonwealth



Processed By:BOD

 <p>The Commonwealth of Massachusetts William Francis Galvin</p> <p>Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640</p>		Minimum Fee: \$500.00						
<p>Annual Report (General Laws, Chapter)</p>								
<p>Identification Number: <u>001376976</u></p>								
<p>Annual Report Filing Year: <u>2020</u></p>								
<p>1.a. Exact name of the limited liability company: <u>LITTLETON APOTHECARY, LLC</u></p>								
<p>1.b. The exact name of the limited liability company as amended, is: <u>LITTLETON APOTHECARY, LLC</u></p>								
<p>2a. Location of its principal office: No. and Street: <u>160 AYER ROAD</u> <u>SUITE 4</u> City or Town: <u>LITTLETON</u> State: <u>MA</u> Zip: <u>01460</u> Country: <u>USA</u></p>								
<p>2b. Street address of the office in the Commonwealth at which the records will be maintained: No. and Street: <u>160 AYER ROAD</u> <u>SUITE 4</u> City or Town: <u>LITTLETON</u> State: <u>MA</u> Zip: <u>01460</u> Country: <u>USA</u></p>								
<p>3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered: <u>ADULT-USE CANNABIS RETAIL</u></p>								
<p>4. The latest date of dissolution, if specified:</p>								
<p>5. Name and address of the Resident Agent: Name: <u>CHRISTINE NORDHAUS</u> No. and Street: <u>160 AYER ROAD</u> City or Town: <u>LITTLETON</u> State: <u>MA</u> Zip: <u>01460</u> Country: <u>USA</u></p>								
<p>6. The name and business address of each manager, if any:</p> <table border="1"> <thead> <tr> <th>Title</th> <th>Individual Name</th> <th>Address (no PO Box)</th> </tr> </thead> <tbody> <tr> <td>MANAGER</td> <td>CHRISTINE NORDHAUS</td> <td>Address, City or Town, State, Zip Code 160 AYER ROAD LITTLETON, MA 01460 USA</td> </tr> </tbody> </table>			Title	Individual Name	Address (no PO Box)	MANAGER	CHRISTINE NORDHAUS	Address, City or Town, State, Zip Code 160 AYER ROAD LITTLETON, MA 01460 USA
Title	Individual Name	Address (no PO Box)						
MANAGER	CHRISTINE NORDHAUS	Address, City or Town, State, Zip Code 160 AYER ROAD LITTLETON, MA 01460 USA						
<p>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.</p> <table border="1"> <thead> <tr> <th>Title</th> <th>Individual Name</th> <th>Address (no PO Box)</th> </tr> </thead> </table>			Title	Individual Name	Address (no PO Box)			
Title	Individual Name	Address (no PO Box)						

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	CHRISTINE NORDHAUS	160 AYER ROAD LITTLETON, MA 01460 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:		
Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
REAL PROPERTY	CHRISTINE NORDHAUS	160 AYER ROAD LITTLETON, MA 01460 USA

9. Additional matters:		
SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of July, 2020, <u>CHRISTINE NORDHAUS</u> , Signature of Authorized Signatory.		

© 2001 - 2020 Commonwealth of Massachusetts
All Rights Reserved

MA SOC Filing Number: 202096833810 Date: 7/8/2020 12:43:00 PM

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 08, 2020 12:43 PM

A handwritten signature in black ink, appearing to read "William Francis Galvin". The signature is fluid and cursive, with "William" and "Francis" stacked above "Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**ITEM 11: COPIES OF LICENSES AND PERMITS FROM THE CANNABIS
CONTROL COMMISSION**



October 8, 2020

Littleton Apothecary, LLC
 MRN283727
 littletonapothecary@gmail.com

NOTICE: PROVISIONAL LICENSE

WHY ARE YOU RECEIVING THIS NOTICE?

This letter provides notice that the Cannabis Control Commission (“Commission”) approved the issuance of a provisional license subject to the conditions listed below. A provisional license authorizes the applicant to develop, but not operate, the proposed Marijuana Establishment identified in the application which is as follows:

Littleton Apothecary, LLC
 Retail
 160 Ayer Road, Suite 4, Littleton, MA 01460

Prior to the issuance of a final license, Commission staff will evaluate whether the applicant has satisfied the following conditions and otherwise complied with the statutory and regulatory requirements for licensure:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. Final licensure is subject to the applicant providing Commission staff, upon inspection, with an updated Positive Impact Plan that includes additional goals other than just donations;
4. Final licensure is subject to the applicant providing Commission staff, upon inspection, with an updated Positive Impact Plan that specifies the cohort the licensing is seeking to impact;
5. Final licensure is subject to the applicant providing Commission staff, upon inspection, with an updated Positive Impact Plan that clarifies how a donation to MRCC will directly impact the specified cohort;
6. The applicant shall cooperate with and provide information to Commission staff; and
7. Provisional licensure is subject to the payment of the appropriate license fee.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.

¹



(774) 415-0200 | MassCannabisControl.Com | Commission@CCCMass.Com

WHAT ARE YOUR NEXT STEPS?

To complete the process for obtaining a provisional license, the applicant must access the license fee payment packet for its approved application in the Massachusetts Cannabis Industry Portal (“MassCIP”). MassCIP will provide instructions for payment and calculate the license fee to be paid. Once your license fee is approved, this letter will serve as your provisional license subject to the conditions listed above. This notice shall be posted in a conspicuous location on the premises of the proposed Marijuana Establishment.

After review and processing of the applicable license fee, the licensee shall submit agent registration applications for all board members, executives, directors, managers, employees and volunteers. The licensee will need to verify their license number which will be the application number listed above without the “N” (for example, application number MCN456789 will have the license number MC456789). Agent applications are reviewed within 7-10 business days. Guidance on agent registration requirements is available on our website at: <https://mass-cannabis-control.com/guidancedocuments/>. Once one of the owners have been approved as a registered agent, you may contact Metrc at (877) 566-6506 and request the process for obtaining administrator credentials. Please note that the Metrc Industry Identification Number needed will populate overnight and be available through MassCIP the next day.

If the licensee plans to build or renovate, it is required to submit an architectural plan and receive approval from the Commission **prior** to work being performed pursuant to 935 CMR 500.103(1)(a). If building or renovations of a building are required or expected to be performed, please complete an Architectural Plan Review Request form located on our website at: <https://mass-cannabis-control.com/wp-content/uploads/2018/12/FORM-ARCHITECTURAL-PLAN-REVIEW-REQUEST.pdf>.

If no building or renovations are needed, or once all construction has been completed, the licensee is subject to inspections by Commission staff prior to being eligible for consideration of a final license. The licensee must officially request its initial inspection called a Post-Provisional License Inspection (“PPLI”). In order to officially request a PPLI, the licensee must submit the following documents: (1) Request for PPLI Form and (2) a detailed floor plan of the Marijuana Establishment that shows all entrances/exits, any loading bays, limited access areas including the identification of rooms utilized for cultivation (if applicable), and retail operations that will be accessible by the public (if applicable).

The Request for PPLI Form is attached to this notice. Please complete the form and submit it, along with the detailed floor plan, to inspections@cccmass.com. Upon receipt of the request and supporting documentation, you will receive notice from Commission staff informing you of the date, time, and location of the inspection.

Please be advised that the issuance of a provisional license is based on the materials or information supplied in support of an application, and certain organizational changes must be approved by the



Commission. 935 CMR 500.104(1). All individuals and entities associated with a license application must also provide timely notice (within five business days) to the Commission if it discovers that application information has changed, including new or evolving background check events, or that the information provided was misleading, incorrect, false, or fraudulent. 935 CMR 500.104(2). Finally, a provisional license may not be assigned or transferred without prior approval by the Commission. 935 CMR 500.103(2)(b). The failure to comply with these or other regulatory requirements may result in the suspension or revocation of a provisional license and the denial of a final license. 935 CMR 500.400 and 500.450. **Please note that the Marijuana Establishment shall not possess marijuana for adult-use operations prior to being approved for a final license.**

Please be advised that the Commission promulgated revised regulations effective as of November 1, 2019. All licensees must be in compliance with the most recent version of the Commission's regulations prior to requesting their PPLI. The Commission's regulations can be found here: <https://mass-cannabis-control.com/the-laws/>.

If there are any questions with regards to this notice, please contact the Commission at licensing@cccmass.com.

Sincerely,



Shawn Collins
Executive Director



ITEM 12: EVIDENCE OF SITE CONTROL

LEASE _____

INDENTURE OF LEASE

THIS INDENTURE OF LEASE made as of the 26 of September 2019, by and between **Athena Assets, LLC** of 160 Ayer Road, Suite 1, Littleton, MA 01460 (hereinafter referred to as "Landlord") and **Littleton Apothecary LLC**, of 160 Ayer Road, Suite 4, Littleton, MA 01460 (hereinafter referred to as "Tenant").

ARTICLE I**Premises**

Section 1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this lease, that building (which is sometimes hereinafter referred to as the "demised premises" or "premises") containing approximately 3,388 square feet located at and known as 160 Ayer Road, Suite 4, Littleton, MA 01460.

Excepting and reserving to Landlord the roof and exterior walls of the building or buildings of which the interior demised premises are a part; and further reserving to Landlord the right to place in the demised premises necessary utility lines, pipes, conduits and the like, to serve premises other than the demised premises, and to replace and maintain and repair such utility lines, pipes, conduits and the like in the demised premises as may have been installed in the building.

The demised premises are leased to Tenant subject to and with the benefit of all covenants, restrictions and agreements of record to the extent in force and applicable.

Section 2. Wherever in this lease the term "Building" is used, said term encompasses the parcel known as 160 Ayer Road, Suite 4, Littleton, MA 01460, including any and all existing and future structures, parking facilities, common facilities, and the like built or to be built thereon, as the same may from time to time be reduced, or increased by the addition of other lands, together with structures and the like thereon which may have been or may from time to time be so designated by Landlord by written notice to Tenant.

ARTICLE II**Term of Lease**

Section 1. TO HAVE AND TO HOLD the demised premises unto the Tenant for the term from April 22, 2019 ("Commencement Date") Date through April 21, 2027 (hereinafter referred to as the "Term") immediately following the Commencement Date, as hereinafter defined.

Section 2. The Term shall begin on the Commencement Date and shall end on April 21, 2027 (hereinafter referred to as the "Termination Date"), unless extended as set forth in article IV below or unless said Term is sooner terminated as hereinafter set forth (hereinafter referred to as the "Lease Term").

LEASE

The term "Lease Year" shall mean the period of twelve (12) consecutive calendar months commencing on the Commencement Date if the Commencement Date shall fall on the first day of a month, or if the Commencement Date falls on a date other than the first day of a month, then commencing on the first day of the first calendar month preceding the Commencement Date, and each period of twelve (12) consecutive calendar months thereafter during the Lease Term. In the event that the Commencement Date shall fall on a date other than the first day of a month, the period of time between the Commencement Date to the first day of the first month preceding the Commencement Date shall be included in the first Lease Year and Rent hereunder shall be prorated for that first month.

Section 3. The demised premises shall be deemed to be ready for fit-up and occupancy by Tenant on the date Landlord provides possession of the demised premises to Tenant.

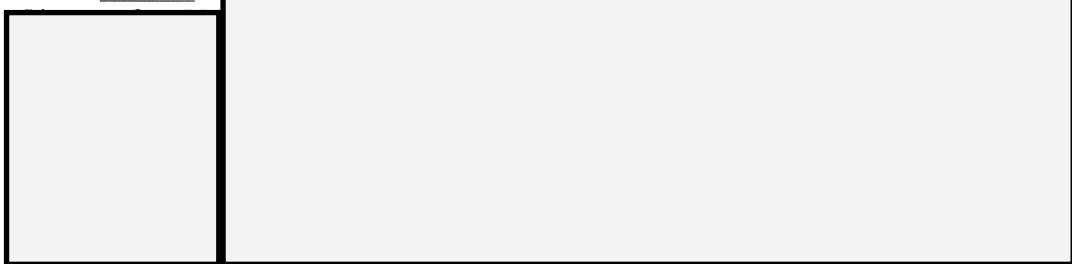
Section 4. Promptly after possession of the demised premises are made to Tenant, Landlord shall perform, in a good and workmanlike manner, and at its sole cost and expense up to and not to exceed \$50,000, all of the work necessary to fit up the demised premises necessary to meet both State and Municipal requirements for Adult-Use Retail Establishments (RME's) provided that construction will meet all applicable building and zoning codes and regulations.

Section 5. Tenant's taking possession of the demised premises shall be conclusive evidence of Tenant's acceptance thereof and Tenant's acknowledgment that the same are in good order and satisfactory condition and that Landlord has complied with all of the terms and conditions of this Lease.

ARTICLE III

Minimum Rent

Section 1.



Two additional five-year options will be made available with six (6) months prior written notice provided by tenant.

The annual rent aforesaid shall be paid by Tenant on the first day of each and every month during the Lease Term, in advance, without demand, deduction, abatement, counterclaim or set-off.

Section 2. Any installment of Minimum Rent and any other payment required of Tenant under this Lease which is not paid by Tenant after the due date thereof shall bear interest

LEASE

from said due date until paid, at an annual rate equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in the Commonwealth of Massachusetts, or (ii) Eighteen percent (18%). Landlord may collect any such amounts as additional rent.

Section 3. Tenant shall pay in full the first month's rent (prorated for any partial month), and a security deposit in the amount of first month's rent upon receipt of Littleton Apothecary's Provisional License from the CCC.

ARTICLE IV

Condominium

Tenant acknowledges that the demised premises are a part of a condominium association which is governed by certain condominium documents, including but not limited to Master Deed, Condominium Trust and rules and regulations. Said condominium documents contain certain obligations of parties owning and occupying units within the condominium and as such the Tenant agrees to be bound by and adhere to the provisions contained in said condominium documents.

ARTICLE V

Additional Rent – Taxes and Maintenance of Common Areas

Section 1. Landlord shall pay, or cause to be paid, before the same become delinquent, all general and special taxes, including assessments and other governmental charges which may be lawfully charged, assessed, or imposed upon the entire building (land and all structures); provided, however, that if authorities having jurisdiction assess real estate taxes, assessments or other charges on the same which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the Commonwealth of Massachusetts so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the demised premises is not disturbed. Landlord may defer the payment of assessments and other charges over the longest period of time as shall be allowed by law.

Section 2. Tenant shall pay for all taxes on personal property of Tenant stored or located within the Premises.

Section 3. Tenant shall maintain, repair and replace if necessary the heating system and equipment servicing the Premises

ARTICLE VI

Parking

Landlord agrees that Tenant may, during the term hereof with others, have the non-exclusive right to use the parking facilities of the Building for the accommodation and parking of such automobiles of Tenant, its officers, agents and employees, and its customers while doing business in the Building; but it is understood and agreed that Landlord shall have the right to designate from time to time and to change from time to time, the location and direction of parking

LEASE

lanes and other common facilities. Tenant shall follow all rules and regulations regarding said parking and all other rules and regulations adopted by the condominium association.

ARTICLE VII

Utilities

The Condominium Association provides water to all units as part of the Condominium fees. Other than water, Tenant shall pay for all utilities furnished to the demised premises, including, but not limited to, gas, electricity, internet, and the like, including all utilities necessary for heating and air conditioning the demised premises. In no event shall Landlord be liable to Tenant in damages or otherwise for any interruption, curtailment or suspension of any utility services, nor shall tenant be entitled to any abatement or rent by reason of the same.

ARTICLE VIII

Use of Premises

Section 1. It is understood, and the Tenant so agrees, that the demised premises during the term of this lease shall be used and occupied by the tenant for the purpose of operating a Cannabis Dispensary. No other use or uses of the leased premises shall be permitted without Landlord's consent, which consent shall not be unreasonably withheld.

Section 2. Tenant further agrees to conform to the following provisions during the entire term of this lease:

(a) Tenant shall not use the sidewalks adjacent to the demised premises or the recessed vestibules, if any, of the demised premises for business purposes without the previous written consent of the Landlord;

(b) Littleton Apothecary will be responsible for the removal of its trash in accordance with regulations and procedures established by CCC. All trash, refuse, and the like, shall be kept in covered metal or rubber cans within the demised premises at all times, and in no event stored outside of the same.

(c) Tenant shall not perform any act or carry on any practice which may injure the demised premises, the building or any other part of the Building or cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers), to be emitted from the demised premises. Tenant shall comply fully with all rules, regulations, restrictions and requirements relating to the Condominium's septic system system and all systems, components and facilities relating thereto enacted and amended by the Condominium Association and/or Landlord from time to time;

(d) Tenant covenants that from and after the Commencement Date, it shall operate its business at all times in a first-class manner consistent with reputable business standards and practices so as to help establish and maintain a high reputation for the Building;

(e) Tenant shall at all times fully and adequately heat (as the circumstances require) the interior of the demised premises;

I

(f) Tenant agrees that it and its employees and others connected with Tenant's operations at the demised premises will abide by all rules and regulations from time to time established by Landlord with respect to the Premises or by the Condominium Association.

(g) Tenant shall not place on the exterior of the demised premises (including, but without limitation, windows, doors and entrance lobbies) any signs other than those which shall first have been approved by Landlord's architect, including replacements thereof. The signs desired by Tenant shall be indicated in Tenant's plans and specifications to be submitted to Landlord's architect for approval; all interior signs must be professionally prepared and shall be limited in number.

(h) Tenant shall not, without Landlord's prior written consent, keep anything within the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Premises or any other part of the Building. Tenant shall pay as additional rent, upon demand of Landlord, any such increased premium cost due to Tenant's use or occupation of the Premises. All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk.

Section 3. Notwithstanding any other provisions of this lease, Tenant covenants and agrees that it will not assign this lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the demised premises without in each instance having first received the express written consent of Landlord which may be withheld in Landlord's reasonable discretion. In any case where Landlord shall consent to such assignment or subletting, the Tenant named herein shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided for under this lease. This prohibition shall be deemed to include a prohibition against any assignment or subletting by operation of law. In the event of a violation of this provision by Tenant, the Landlord shall have the remedies provided in Article XVI hereof. Tenant agrees to reimburse Landlord for any and all reasonable attorneys' fees incurred by Landlord in conjunction with the processing and documentation of any requested assignment, subletting, licensing or concession agreement, change or ownership or hypothecation of this lease or Tenant's interest in and to the demised premises.

ARTICLE IX

Maintenance of Building, etc.

Section 1. Except as hereinafter provided, Landlord cause the Building in which the demised premises are a part to be maintained in good order, condition, and repair, including the foundations, roof and exterior walls of the demised premises to the extent, but only to the extent, originally constructed by Landlord (except glass and glass windows and doors and the so-called storefront, irrespective of which party installed the same), except for any damage thereto caused by any act or negligence of Tenant, its employees, agents, licensees, or contractors. Landlord shall not be responsible to make any other improvements or repairs of any kind upon the demised premises, but this paragraph is not intended to refer to damage by fire or other risk to the demised premises or condemnation, provision for which is hereafter made.

Section 2. Except as specifically herein otherwise provided, Tenant agrees that from and after the date that possession of the demised premises is delivered to Tenant, and until the end of the term hereof, it will keep neat, clean, safe and sanitary, and maintain in good order, condition and repair, the demised premises and every part thereof, including, without limitation, the storefront and the exterior and interior portions of all doors, windows, plate glass and showcases surrounding the demised premises, all plumbing and sewerage facilities located within or exclusively servicing the demised premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted) and all wiring, electrical systems, mechanical systems, building appliances, heating systems and equipment and similar equipment located within and exclusively servicing the demised premises. Tenant further agrees that the demised premises shall be kept in a clean, safe and sanitary condition in accordance with the laws of the Commonwealth of Massachusetts and ordinances of the Town of Littleton, and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshall, Building Inspector, and other proper officers of the governmental agencies having jurisdiction thereover.

Section 3. Tenant shall not make any alterations, improvements and/or additions to the demised premises without first obtaining, in each instance, the written consent of Landlord, except that Tenant may make non-structural alteration to the interior of the demised premises costing not more than ten thousand (\$10,000.00) Dollars in the aggregate, upon the condition that such alterations shall be made in accordance with all applicable laws and in a good and first-class, workmanlike manner and further upon condition that Tenant shall give written notice thereof to Landlord specifying the proposed alterations.

Any and all alterations, additions and improvements made or installed by or on behalf of Tenant shall remain the property of Tenant for the term of this lease, and shall not be removed from the demised premises without prior written consent of Landlord. All such alterations, additions and improvements shall remain upon the demised premises at the expiration or earlier termination of this lease and shall thereupon become the property of Landlord, unless Landlord shall have given written notice to Tenant to remove all or any part of the same, in which event Tenant shall remove such alterations, additions and improvements and restore the demised premises to the same good order and condition of the demised premises after the build out for the purposes of using the demised premises as an RME, reasonable wear and tear excepted. Should Tenant fail so to do, Landlord may do so, collecting from Tenant, upon demand, the cost and expense thereof as additional rent.

All trade equipment, trade fixtures, furniture and furnishings installed by Tenant in the demised premises may be removed at the expiration or earlier termination of this lease provided Tenant shall promptly restore the demised premises to their original order and condition, reasonable wear and tear excepted. Any trade equipment, trade fixtures, furniture, furnishings or other property of Tenant not removed at or prior to such expiration or termination shall be and become the property of Landlord and may be retained by Landlord or disposed of by Landlord at Tenant's expense.

Section 4. Upon the expiration or sooner termination of this lease, Tenant shall surrender to Landlord the demised premises in good condition and repair, except for ordinary wear and tear and such repairs as Landlord is required to make hereunder. If Tenant fails to surrender the demised premises to Landlord as and when aforesaid, Tenant shall defend, indemnify and hold

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Landlord harmless of and from all damages resulting from Tenant's failure to surrender the demised premises, including without limitation, claims made by any succeeding Tenant resulting from Tenant's failure to surrender the demised premises as and when herein required.

ARTICLE X

Indemnity and Public Liability Insurance

Section 1. Tenant agrees to indemnify and save harmless the Landlord, its officers, directors, employees, contractors, guests, invitees and agents from and against all claims of whatever nature arising from any act, omission or negligence of the Tenant, or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about the demised premises, the building and Littleton Industrial Center, or arising from any accident, injury or damage occurring outside of the demised premises but within the Littleton Industrial Center, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 2. Tenant agrees to maintain in full force during the term hereof a General Liability Insurance policy with public liability and property damage insurance under which the Landlord (and such other persons as are in privity of estate with Landlord as may be set out in notice from time to time) and Tenant are named as insureds, and under which the insurer agrees to indemnify and hold Landlord harmless from and against all costs, expense and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages mentioned in Section 1 of this Article X. Each such policy shall be noncancelable with respect to the Landlord and Landlord's said designees without at least thirty (30) days' prior written notice to landlord, and a duplicate original or certificate thereof shall be delivered to Landlord. The minimum limits of liability of such insurance shall be \$2,000,000 per occurrence.

Section 3. Tenant agrees to use and occupy the demised premises, and to use such other portions of the building and the Littleton Industrial Center as it is herein given the right to use, at its own risk; and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant.

Section 4. Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the demised premises hereunder or any of the buildings in the Littleton Industrial Center, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sewer or steam pipes.

Section 5. Tenant shall require any and all contractors performing work at the demised premises to have liability insurance with a combined single limit of not less than Five Hundred

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(\$500,000.00) Dollars and worker's compensation insurance with such limits as are then required by statute. Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, directors, employees, contractors, guests, invitees and agents, from and against any and all claims, actions or damages resulting from the act or neglect of Tenant, its agents, employees or contractors, in the performance of any work upon or within the demised premises.

Section 6. Landlord may, from time to time, increase the minimum limits of insurance required pursuant to this Article X as is reasonable customary in the industry for similar properties.

ARTICLE XI

Landlord's Access to Premises

Section 1. Landlord and its designees shall have the right to enter upon the demised premises at all reasonable times (except in the case of an emergency which allows access by Landlord and its designees at all times) for the purpose of inspecting or making repairs or performing routine maintenance to the same. This includes the right to access the room located in Unit 2 that is dedicated to server, switches and Comcast for the Building to repairs and maintenance. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, Landlord may (but shall not be required) to make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in Article XVI hereof.

Section 2. For a period commencing six (6) months prior to the termination of this lease, Landlord shall have access to the demised premises at all reasonable times for the purpose of exhibiting the same to prospective tenants, and from and after the date hereof, Landlord shall have access to the demised premises at all reasonable times for the purpose of exhibiting the same to prospective purchasers, lenders and other such interested parties.

ARTICLE XII

Insurance

Section 1. Landlord, either through it or through the Condominium Association, shall cause the demised premises to be insured against loss or damage by fire, with extended coverage endorsements and such other insurance and endorsements, and in such amounts as required by the first mortgagee covering the demised premises shall require.

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Section 2. Tenant also agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Section 3. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though an extra premium may result there from): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

Section 4. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the demised premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the demised premises or on the other buildings located in the Center above the standard rate on said premises and buildings with a regular retail store located in the demised premises; Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting there from, which shall be due and payable as additional rent hereunder.

Section 5. All insurance policies described in this lease shall be written by responsible insurance companies licensed to do business in the Commonwealth of Massachusetts.

ARTICLE XIII

Damage Clause

Section 1. In case during the term hereof the demised premises shall be partially damaged (as distinguished from "substantially damaged", as the term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the demises premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage; provided, however, that Landlord's obligation to repair and restore as herein provided shall be limited to such repair and restoration as can be paid for in full by insurance proceeds actually recovered by Landlord and made available by any mortgagees, and after deducting the costs and expenses, including attorneys' fees, of settling with the insurer, and, provided further, that Landlord shall not be responsible for any delays which may result from any cause beyond Landlord's reasonable control.

Section 2. In case during the term hereof the demised premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by Landlord's insurance, this lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall, proceeding with all reasonable dispatch, repair or rebuild the demised premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage or destruction (subject, however, to zoning laws and building codes then in existence); provided, however, that Landlord's obligation to repair and restore as herein provided

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shall be limited to such repair and restoration as can be paid for in full by insurance proceeds actually recovered by Landlord and made available by any mortgagees, and after deducting the costs and expenses, including attorney's fees, of settling with the insurer, and provided further, that Landlord shall not be responsible for any delays which may result from any cause beyond Landlord's reasonable control.

In case of substantial damage or destruction, as a result of a risk which is not covered by Landlord's (or the Condominium's) insurance, Landlord may, at its option, elect to rebuild the demised premises, all as aforesaid, or may, within sixty (60) days after the occurrence of such event, give written notice to Tenant of Landlord's election to terminate this lease.

Section 3. Anything to the contrary contained herein notwithstanding, if at any time during the term of this lease, twenty-five (25%) percent or more of the building shall be damaged or destroyed by fire, windstorm, other casualty or otherwise, then Landlord shall have the right to terminate this lease, provided that notice thereof is given to Tenant not later than sixty (60) days after such damage or destruction. If said right of termination is exercised by Landlord, this lease and the term hereof shall cease and come to an end as of the date of termination specified in Landlord's notice, which date shall not be later than ninety (90) days after date of such notice.

Section 4. In the event that the provisions of Section 1 or Section 2 of this Article XIII shall become more applicable, the Minimum Rent shall be abated or reduced proportionately during any period which, by reason of such damage or destruction, there is substantial interference with the operation of the business of Tenant in the demised premises, having regard to the extent to which Tenant may be required to discontinue its business in the demised premises, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work or repair and/or reconstruction as Landlord is obligated to do.

Section 5. The terms "substantially damaged" and "substantial damage", as used in this Article XIII shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the demised premises restored within ninety (90) days from the time that such repair or restoration work would be commenced.

ARTICLE XIV

Eminent Domain

Section 1. If the demised premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of Tenant shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this lease, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. Should any part of the demised premises be so taken or condemned, and should this lease not be terminated in accordance with the foregoing provision, the Landlord covenants and agrees promptly after such taking or condemnation, and the determination of Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings and made available by any mortgagees

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in restoring the demised premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable.

Section 2. In the event of any such taking of the demised premises, the Minimum Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

ARTICLE XVI

Landlord's Remedies

Section 1. Any one of the following shall be deemed to be an "Event of Default":

(i) A failure by Tenant to pay any installment of rent or any other payment required to be made by Tenant hereunder and such failure continues for 10 days after written notice from Landlord;

(ii) The discontinuance of the conduct of Tenant's business in the demised premises for more than 30 days or the abandonment of the demised premises by Tenant;

(iii) The failure by Tenant to observe and perform any other provision of this lease to be observed or performed by Tenant, which failure shall continue for ten (10) days after written notice from Landlord; provided, however, that if the nature of the failure is such that the same cannot reasonably be cured within such ten (10) day period, Tenant shall not be deemed to be in default if Tenant shall, within such period, commence said cure and thereafter diligently prosecute the same to completion;

(iv) The commencement of any of the following proceedings: (a) the Tenant being judicially declared bankrupt or insolvent according to law; (b) an assignment being made of the property of the Tenant for the benefit of creditors; (c) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction; (d) a petition being filed for the reorganization of Tenant under any provisions of the Bankruptcy Act now or hereafter enacted or (e) the filing of a petition for reorganization or for rearrangement under any provisions of the Bankruptcy Act now or hereafter enacted, and providing a plan for a debtor to settle, satisfy or to extend the time for the payment of debts.

(v) A failure by Tenant to pay when due and on time any installment of rent or any other payment required to be made by Tenant hereunder more than once within a twelve (12) month period;

(vi) A failure of Tenant to execute and deliver to Landlord any estoppel certificate, subordination agreement, or lease amendment within the time periods and in the manner required by the applicable provisions of this Lease, and/or failure by Tenant (or any guarantor) to deliver to Landlord any financial statement within the time period and in the manner required by the applicable provision of this Lease; and

(vii) Any failure by Tenant to discharge any lien or encumbrance placed on the Littleton Industrial Center or any part thereof within ten (10) days after the date such lien or encumbrance is filed or recorded against the Littleton Industrial Center or any part thereof.

Section 2. Should any Event of Default occur then, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord lawfully may, in addition to any remedies otherwise available to Landlord, immediately or at any

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time thereafter, and without demand or notice, enter into and upon the demised premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and/or Landlord may send written notice to Tenant terminating the term of this lease; and upon the first to occur of: (a) entry as aforesaid; or (b) the fifth (5th) day following mailing of such notice of termination, the term of this lease shall terminate.

Section 3. Tenant covenants and agrees, notwithstanding any termination of this lease pursuant to the provisions of this Article XVI as aforesaid or any entry or reentry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment hereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this lease, become due if this lease had not been terminated or if the Landlord had not entered or re-entered, as aforesaid, and whether the demised premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof; but in the event the demised premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the demised premises (including, without limitation, remodeling costs, brokerage fees, and the like) and in collecting the rent in connection therewith. The remedies herein provided are not exclusive and Landlord shall have any and all other remedies provided herein or by law or in equity.

Section 4. If Tenant shall default in the performance or observance of any covenant, condition or other provision in this lease contained on its part to be performed or observed, Landlord may, at its option, but without any obligation so to do, and without waiving any claims for breach of agreement, cure such default for the account of Tenant, and Tenant shall reimburse Landlord for any amount paid and any expense or contractual liability so incurred, with interest at the annual rate equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in the Commonwealth of Massachusetts, or (ii) eighteen (18%) percent.

Section 5. The Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is required to correct any such default after notice by Tenant to Landlord properly specifying wherein the Landlord has failed to perform any such obligation. Further, if the holder of a mortgage or deed of trust which includes the demised premises, notifies the Tenant that such holder has taken over the Landlord's rights under this lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against the Landlord from rent thereafter due and payable, but shall look solely to the Landlord for satisfaction of such claim.

ARTICLE XVII

Tenant's Signage

If during the term of this Lease, Tenant desires to erect a sign or change the sign initially located on the over the front door of the demised premises at the commencement of this Lease,

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Tenant shall, at its sole cost and expense, deliver to Landlord drawings for said sign, designating the size, style and color of the sign lettering selected by Tenant from choices (if any) provided by Landlord. Said sign shall be designed in compliance with applicable Zoning By-Laws and Building codes and the rules of the condominium association. Said drawings shall be subject to Landlord's prior written approval as to size, nature, design and aesthetic properties and shall conform to such other sign design criteria of Landlord. Tenant shall remit to Landlord or Landlord's sign contractor, as Landlord may direct, upon billing thereto, an amount equal to all of the costs and expenses associated with the purchase, design, fabrication and installation of the aforesaid identification sign.

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall or window of the demised premises or on the roof of the demise premises any sign (except as hereinabove provided) awning or canopy, or any advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the exterior glass of any window or door of the demised premises without first obtaining Landlord's written approval. Tenant further agrees to maintain in good condition and repair at all times such sign, awning, canopy, decoration, lettering advertising matter or other thing as may be approved by Landlord as aforesaid.

The Tenant shall be entitled to place a sign on the road side monument sign as Landlord may direct in designating the size, style and color of the sign lettering provided by Landlord.

ARTICLE XVIII

Miscellaneous Provisions

Section 1. Waiver. Failure on the part of the Landlord to complain of any action or non-action on the part of the Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by the Landlord of any of his rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by Tenant, or acceptance by Landlord, of a lesser amount shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 2. Covenant of Quiet Enjoyment. Upon payment of the rentals and performance of the covenants on Tenant's part to be performed hereunder, Tenant shall lawfully, peaceably and quietly have, hold, occupy and enjoy the demised premises during the term hereof without hindrance or molestation by any persons lawfully claiming by, through or under Landlord.

Section 3. Limitation of Liability. It is understood and agreed that any and all covenants of Landlord contained in this lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of the Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Center for recovery of any judgment from Landlord; it being

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specifically agreed that neither the Landlord nor any partner of Landlord nor any person, firm or entity having an interest in Landlord from time to time shall ever be personally liable for any such judgment. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond the Landlord's reasonable control, or for any cause due to any act or neglect of the Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under the Tenant, or any termination for any reason of Landlord's occupancy of the premises from which the service is being supplied by Landlord, and in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

Section 4. Joint and Several Liability. If two or more individuals, corporations, partnerships, trusts or other business associations (or any combination of two or more thereof) shall sign this lease as Tenant, the liability of each such individual, corporation, partnership, trust or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them.

Section 5. Security Deposit. At all times, Tenant shall provide Landlord with a security deposit equal to one month's rent. Landlord may use, apply or retain the whole or any part of the Security Deposit as may be reasonably necessary to, among other things: (a) remedy any failure of, or event of default by, Tenant under this Lease, (b) repair damage to the Premises caused by Tenant, (c) perform Tenant's obligations under Article IX, in the event Tenant fails to do so, (d) reimburse Landlord for the payment of any amount which Landlord may spend or be required to spend by reason of any failure, or event of default, by Tenant, and (e) compensate Landlord for any other loss or damage which Landlord may suffer by reason of any event of default by Tenant. Should Tenant faithfully and fully comply with all of the terms, covenants and conditions of this Lease, within sixty (60) days following the expiration of the Term, the Security Deposit or any balance thereof shall be returned to Tenant or, at the option of Landlord, to the last assignee of Tenant's interest in this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds and Tenant shall not be entitled to any interest on such deposit. If Landlord so uses or applies all or any portion of said deposit, within five (5) days after written demand therefor Tenant shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full extent of the above amount, and Tenant's failure to do so shall be an event of default under this Lease. In the event Landlord transfers its interest in this Lease, Landlord shall transfer (by actual delivery or by credit) the then remaining amount of the Security Deposit to Landlord's successor in interest, and thereafter Landlord shall be fully and finally discharged and Landlord shall have no further liability to Tenant with respect to such Security Deposit. Tenant agrees that Tenant will look solely to Landlord or its successor(s) in interest, as applicable, for the return of its Security Deposit, but strictly in any such event pursuant to the terms of this Lease, and in no event shall Tenant look to any mortgagee who has assumed Landlord's position, either by mortgagee in possession, foreclosure or the acceptance of a deed in lieu thereof, unless said mortgagee shall have first in writing actually acknowledged receipt of the Security Deposit.

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Section 6. Notice to Mortgagee. After receiving written notice from any person, firm, or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged premises the demised premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to Landlord under the terms of this lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and with the same time within which to effect such curing, as is available to Landlord; and if necessary to cure such a default, such holder shall have access to the demised premises.

Section 7. Mechanic's Liens. Tenant agrees to pay promptly for any work done (or material or service furnished) by or on behalf of Tenant in or about the demised premises, and Tenant shall not permit or suffer any lien to attach to the demised premises, the building or the Center. Tenant agrees to immediately discharge (either by payment or by filling of the necessary bond, or otherwise) any mechanic's, materialmen's, or other lien against the demised premises, the building, the Center and/or Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the demised premises.

Section 8. No Brokerage. Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this lease, and in the event of any other brokerage claims against Landlord predicated upon prior dealings with the Tenant named herein, Tenant agrees to defend the same and indemnify the Landlord against any such claim, including, without limitation, attorneys' fees and expenses incurred by Landlord in defending against any such claims.

Section 9. Definition of Additional Rent. Without limiting any other provision of this lease, it is expressly understood and agreed that Tenant's participation in any common area expenses, and all other charges which Tenant is required to pay under this Lease, together with all interest and penalties that may accrue thereon, shall be deemed to be additional (but not minimum) rent, and in the event of non-payment thereof by Tenant, Landlord shall have all of the rights and remedies with respect thereto as would accrue to Landlord for non-payment of minimum rent.

Section 10. Landlord's Fees and Expenses. Unless prohibited by applicable law, Tenant agrees to pay to Landlord the amount of all reasonable legal fees and expenses incurred by Landlord arising out of or resulting from any act or omission by Tenant with respect to this lease of the demised premises, including without limitation, any breach by Tenant of its obligations hereunder.

Section 11. Invalidity of Particular Provisions. If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

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Section 12. Governing Law. This lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.

Section 13. Recording. Tenant agrees not to record the within lease. In the event Tenant either records a copy of this Agreement with the Registry of Deeds or assigns their rights hereunder to a third party, that shall constitute a default by the Tenant under this Lease.

Section 14. Notices. Whenever the terms of this lease notice, demand, or other communication shall or may be given either to Landlord or to Tenant, the same shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid:

If intended for Landlord, addressed to it at the address set forth on the first page of this lease (or to such other address or addresses as may, from time to time, hereafter be designated by Landlord by like notice);

If intended for Tenant, addressed to it at the address set forth on the first page of this lease.

Section 15. When Lease Becomes Binding. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not consent an offer to lease, or a reservation of, or option for, the demised premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Furthermore, the paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

Section 16. Lease Superior or Subordinate to Mortgage. It is agreed that the rights and interest of Tenant under this lease shall be subject and subordinate to any mortgages or deeds of trust that are now or may hereafter be placed upon the demised premises or the Center and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, if the mortgagee or trustee named in said mortgages or deeds of trust shall elect by written notice delivered to Tenant to subject and subordinate the rights and interest of the Tenant under this lease to the lien of its mortgage or deed of trust and shall agree to recognize this lease of Tenant in the event of foreclosure, if Tenant is not in default. It is agreed that any mortgagee or trustee may elect to give the rights and interest of the Tenant under this lease priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to Tenant, this lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or deed of trust, whether this lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails to so do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name, place and stead

so to do. Notwithstanding the above, the Tenant's rights hereunder shall terminate in the event the Landlord is in default of its loans secured by the property of which this Building is a part.

Anything contained herein to the contrary notwithstanding, in no event shall any mortgagee, trustee or purchaser at a foreclosure sale or other default proceeding be:

- (i) liable for any act or omission of Landlord;
- (ii) subject to any offsets or defenses which Tenant might have had against Landlord; or
- (iii) bound by any Minimum Rent or additional rent or other charges which Tenant may have paid to Landlord for more than the current month.

Section 17. *Holdover by Tenant.* If Tenant remains in possession of the demised premises after the Termination Date or the sooner termination of this lease without a new lease reduced to writing and duly executed by Landlord and Tenant, the tenancy under this lease shall become one from month to month, terminable by either party on thirty (30) days prior written notice, at a monthly rent equal to twice the monthly installment of annual Minimum Rent payable during the last month of the lease term. Tenant shall also pay all other charges payable under this lease, prorated for each month Tenant remains in possession. Such month-to-month tenancy shall also be subject to all of the other terms, covenants, conditions and agreements contained in this lease. Nothing contained in this Section shall be construed to give Tenant the right to hold over after the expiration of this lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the demised premises.

Section 18. *Hazardous Substances.* No oil, hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "Hazardous Substances"), as those terms are defined by any applicable law, rule or regulation including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws, Chapter 21E, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. and the Resource Conservation and Recovery act, as amended, 42 U.S.C Section 6901 et seq., shall be generally stored (other than that used in the operation of the retail business conducted on the premises, and which is stored and used in compliance with all municipal, state and federal law, rule or regulation), released or disposed of on, under or from the premises by Tenant. The Tenant has not received any notice from the Massachusetts Department of Environmental Quality Engineering, the United States Environmental Protection Agency or any other governmental authority claiming that its business violates any law, rule or regulation in relating to Hazardous Substances. The Tenant has not incurred any liability to the Commonwealth of Massachusetts or the United States of America on account of Hazardous Substances upon premises owned, leased, occupied or used by the Tenant. The Tenant shall not release, or permit any release or threat of release, of any Hazardous Substances on the demised premises, the building or Center (except for such de minimis releases typically associated with the use of portions of the premises for driving and parking motor vehicles, and which, in the Landlord's sole opinion, are not likely to result in any liability under any federal, state or local law). The Tenant shall not generate or permit Hazardous Substances to be generated on the demised premises, the building and Center. The Tenant shall not store or permit Hazardous Substances to be stored on the demised premises, the building or Center. The Tenant shall not permit any lien under said Massachusetts Oil and Hazardous Material Release Prevention and Response Act to attach to the demised premises or any portion thereof or interest therein. The

Tenant shall indemnify, exonerate and hold the Landlord harmless from and against any claim, liability, loss, damage or expense, including reasonable attorneys' fees, arising out of breach of any of the representations, warranties, conditions and covenants of this paragraph. The Landlord shall have the right, but not the obligation, to enter upon the demised premises and to expend funds to cure any breach by the Tenant of the representations, warranties, conditions and covenants of this paragraph, and any amounts paid as a result thereof shall be immediately due and payable by the Tenant to the Landlord. The Tenant shall provide the Landlord with prompt written notice: (a) upon the Tenant's becoming aware of any release or threat of release of any Hazardous Substances upon, under or from the demised premises, the building or Center; (b) upon the Tenant's receipt of any notice from any federal, state, municipal or other governmental agency or authority in connection with any Hazardous Substances located upon or under the demised premises, the building or Center or emanating from the demised premises, the building or Center; and (c) upon Tenant's obtaining knowledge of any incurrence of any expense by any governmental authority in connection with the assessment, containment or removal of any Hazardous Substances located upon or under the demised premises, the building or Center, emanating from the demised premises, the building or Center. The Tenant hereby acknowledges that breach of any of the foregoing conditions contained in this section shall constitute an act of waste and shall further constitute a default hereunder.

Section 19. Estoppel Certificate. Within ten (10) days after Tenant shall have received a request therefore by Landlord, or if on any sale, assignment, modification or hypothecation by Landlord of Landlord's interest in the Premises, or any part thereof, an estoppel letter shall be required from Tenant, Tenant shall deliver, in recordable form, a certificate to any third party named by Landlord.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart shall be deemed to be an original for all purposes as of the day and year first above written.

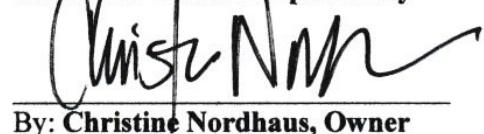
WITNESS:



LANDLORD: Athena Assets, LLC


By: Delisa Laterzo, Owner

TENANT: Littleton Apothecary


By: Christine Nordhaus, Owner

ADDITIONAL ENCLOSURES:

LETTER FROM BUILDING COMMISSIONER & ZONING ENFORCEMENT OFFICER, ED MULLEN

PHOTOS OF 160 AYER ROAD TAKEN AT 9:00PM, THURSDAY, AUGUST 13, 2020

160 AYER ROAD DEED AMENDMENT WITH PARKING PLAN

TRAFFIC ANALYSIS

BUILDING ELEVATIONS



Building Commissioner

Zoning Officer

P.O. BOX 1305
LITTLETON, MA 01460
(978) 540-2420

August 14, 2020

Maren Toohill, Town Planner

Mark Montonari, Chair

Matthew Pinard, Chief of Police

Christine Nordhaus, Littleton Apothecary

To All Concerned,

I performed a site visit to Littleton Apothecary's proposed location at 160 Ayer Road, Unit 4, on Monday, July 27, 2020 and have reviewed the proposed floor plan for Littleton Apothecary. There should be no problem with this plan achieving compliance with all relevant building codes.

Christine is aware that construction drawings submitted for building permits must include a Construction Control Affidavit provided by a Design Professional and a stamp indicating ADA and AAB compliance. She is also aware of the requirements of Littleton Fire Department permits for any modifications to the existing sprinkler or fire alarm systems.

I reviewed the proposed site plan with Christine & Chief Pinard on July 29 and see no Zoning Code Compliance issues or concerns with the proposed Parking Plan. Chief Pinard, Christine and I agree that customer traffic should flow to the front parking lot of the building at 160 Ayer Road, and parking and loading areas at the rear of the building should be reserved for deliveries and employee parking.

Sincerely,

Ed Mullen

Building Commissioner

Zoning Enforcement Officer

Town of Littleton

(978) 540-2420

emullen@littletetonma.org

PHOTOS OF 160 AYER ROAD TAKEN AT 9:00PM, THURSDAY, AUGUST 13, 2020



Reserved for Registry Use

**LITTLETON INDUSTRIAL CENTER CONDOMINIUM TRUST
AMENDMENT TO THE DECLARATION OF TRUST**

Reference is hereby made to that certain Declaration of Trust dated June 27, 1986 and recorded with the Middlesex County South District Registry of Deeds at Book 17156, Page 291, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Littleton Industrial Center Condominium Trust, the organization of unit owners of the Littleton Industrial Center Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated June 27, 1986 and recorded with the Middlesex County South District Registry of Deeds at Book 17156, Page 360, as amended.

WHEREAS, the Declaration of Trust has not heretofore been amended.

WHEREAS, the Unit Owners entitled to at least fifty-one percent (51%) of the Beneficial Interest desire to amend said Declaration of Trust as provided for in Section 7 (a) thereof.

WHEREAS, no other consents are required.

NOW THEREFORE said Declaration of Trust is hereby amended in accordance with the provisions of said Section 7 (a) as follows:

1. Delete the following Subsection B of Section 23 of the By-Laws of the Declaration of Trust in its entirety. *"B. The Trustees or their designated agent shall retain a pass key to each Unit and no Unit Owner shall alter, change or install any locks without first providing the Trustees or their designated agent with a pass key with respect to any such changed, altered or new lock."*
2. Delete the Section 33 of the By-Laws of the Declaration of Trust in its entirety and replace such with the following:

33. Parking Lot: The parking lot and all parking spaces are unassigned and may be used by all Unit Owners, tenants, employees, invitees, guests, clients, customers and other callers of Unit Owners.

IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of the Littleton Industrial Center Condominium Trust having first received the written consent of the Unit Owners entitled to at least fifty-one percent (51%) of the Beneficial Interest, have set our hands and seals this 25th day of August, 2020.

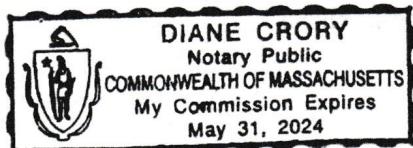
Diane Crory
Karen Kowalewski, 101N, Trustee and
 Owner of Units: 5, 6
 Percentage Interest: 1/3

Delisa A. Latorzo
Delisa A. Latorzo, Trustee and
 Owner of Units: 1, 2, 3, 4
 Percentage Interest: 2/3

STATE/COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 25th day of August, 2020, before me, the undersigned notary public, personally appeared Delisa Latorzo proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of said Littleton Industrial Center Condominium.



Diane Crory
 Notary Public Diane Crory
 My Commission Expires: May 31 2024
 Print Notary Public's Name: Diane Crory
 Qualified in the State/Commonwealth of Massachusetts

Reserved for Registry Use

LITTLETON INDUSTRIAL CENTER CONDOMINIUM

AMENDMENT TO THE MASTER DEED

Reference is hereby made to that certain Master Deed dated June 27, 1986 and recorded with the Middlesex County South District Registry of Deeds at Book 17156, Page 360, which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A, the Littleton Industrial Center Condominium.

WHEREAS, the Unit Owners entitled to not less than sixty-six and two-thirds percent (66 2/3 %) of the Undivided Interest desire to amend said Master Deed as provided for in Section (h) thereof.

WHEREAS, no other consents are required

NOW THEREFORE said Master Deed is hereby amended in accordance with the provisions of said Section (h) as follows:

1. **Section (f) of the Master Deed is amended by adding at the end of Section (f) the following sentence and attaching hereto a Parking Plan as Exhibit "A":**

A parking plan is attached hereto as Exhibit A, and made a part of.

IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of The Littleton Industrial Center Condominium Trust, having first received the written consent/ vote of the Unit Owners entitled not less than sixty-six and two-thirds percent (66 2/3 %) of the Undivided Interest, all of which are attached hereto, have set our hands and seals this 25 day of August, 2020.

Phoebe Kauyoung Kim

Phoebe Kauyoung Kim, Trustee and
Owner of Units: 5, 6
Percentage Interest: 1/3

Delisa Latorzo

Delisa Latorzo Trustee and
Owner of Units: 1, 2, 3, 4
Percentage Interest: 2/3

STATE/COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 25th day of August, 2020, before me, the undersigned notary public, personally appeared Delisa Latorzo

proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of said Littleton Industrial Center Condominium.

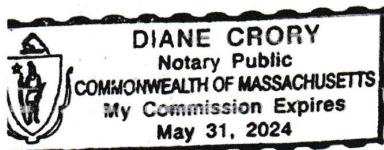
Diane Crory

Notary Public

My Commission Expires: May 31, 2024

Print Notary Public's Name: Diane Crory

Qualified in the State/Commonwealth of Massachusetts



AYER (RT 2A & 110 - COUNTY LARUM ROAD)

COMMON DRIVEWAY EASEMENT

HCS REALTY LLC

TNG-CROMAN, LLC

JOYCE CANTO, TRUSTEE STAFFRAY REALTY TRUST

Zoning Chart: Industrial B District [1]

Parking Computations [1]

GPR Engineering Solutions for Land & Structures

JOB 201039A

PARKING

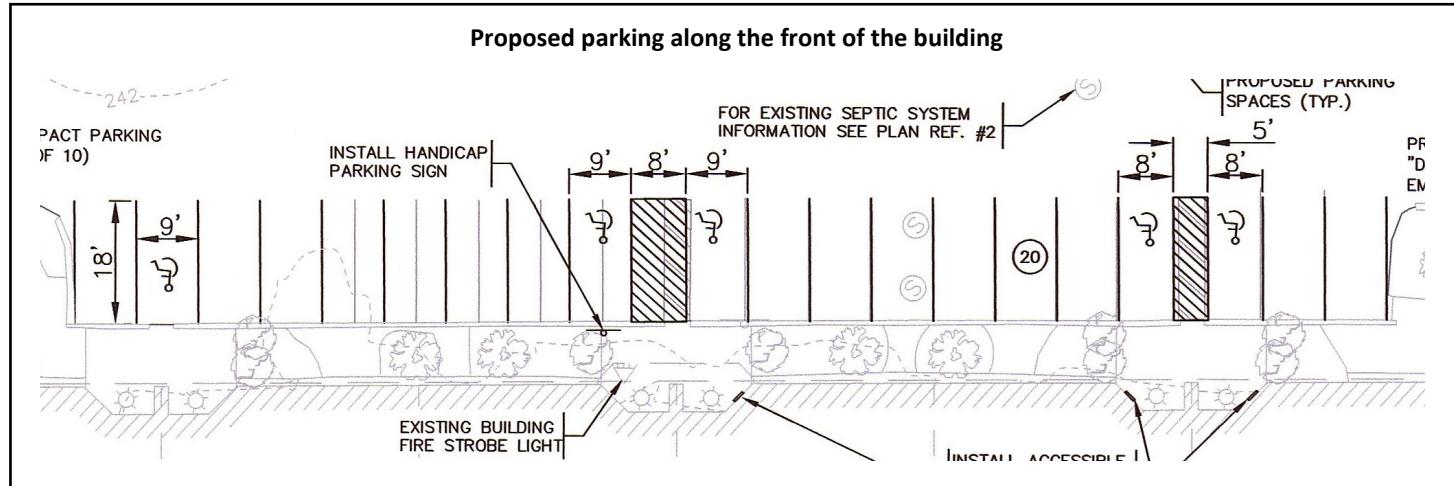
Fifty-one (51) parking spaces are required to accommodate all of the businesses at 160 Ayer Road. There will be sixty-six (66). In a lot with 66 parking spaces, three handicapped parking spaces, one of which must accommodate a van, are required. There will be four to five (4-5) handicapped spaces, two of which could accommodate vans.

Parking Computations					
Building Section	Use	Formula	Variable	Parking Spaces Required	Parking Spaces Provided
1	Office/Warehouse	1 Space / 1.25 Employees	4	4	---
2	Office/Warehouse	1 Space / 1.25 Employees	4	4	---
3	Lab	1 Space / 1.25 Employees	5	4	---
4	Retail	1 Space / 150 sf	1,648	11	---
	Office	1 Space / 250 sf	1,648	7	---
	Retail/Warehouse	1 Space / 250 sf	3,924	16	---
5 & 6	Store Room	1 Space / 1.25 Employees	6	5	---
Total	---	---	---	51	66
---	Handicap Parking	51-70 total spaces	66	3	5
---	Loading Spaces	----	---	----	3

In planning for the future, I have chosen to add a handicapped parking spot in front of Units 1 & 2, even though this may reduce the overall number of available parking spaces to 65. In front of Units 3 & 4, the Site Plan shows two handicapped parking spaces, both appropriate for accommodating a van. When the parking lot is striped and signs are installed, I may choose not to have one of the spaces painted to identify it as a handicapped parking space.

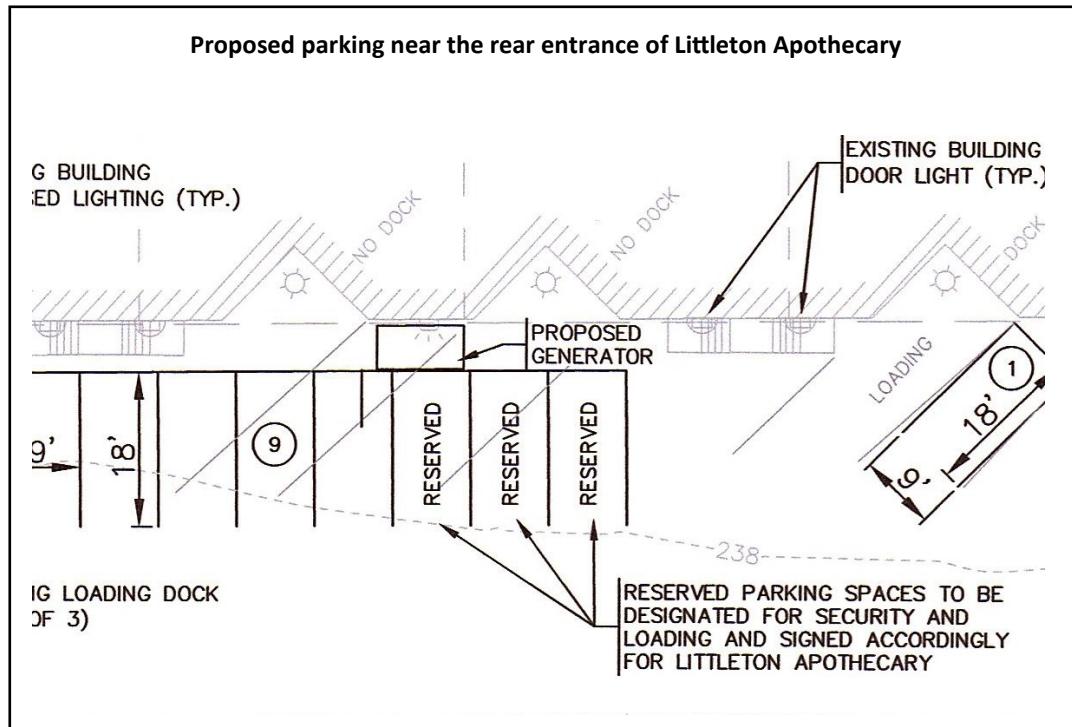
If the time comes that I hire an employee who requires a handicapped parking space, I will have the space painted to identify it as a handicapped spot and install a sign identifying it as handicapped employee parking.

My goal for Littleton Apothecary is to offer an inclusive and accessible shop and workplace, with a staff that represents the entire community of Littleton.



PARKING

Employees, security personnel and deliveries will use the rear entrance to Unit 4. The parking spaces closest to the door will be reserved for my vehicle and security personnel. Chief Pinard and I agree that customer traffic should not circulate to the rear of the building, and that only employees should park to the rear of the building. Delivery vehicles (typically mini-van sized), strictly monitored by security personnel, will pull up to the concrete steps for unloading.



Signs with the following messages (approximate) will be placed visibly and in accordance with CCC requirements and Littleton Ordinances:

Do Not Enter: Deliveries and Employee Parking Only. Violators will be Towed

Loading Zone: No Parking. Violators will be Towed

Security Parking Only. Violators will be Towed

Reserved for Christine Nordhaus. Violators will be Towed

Because our Security Monitoring Room will always be staffed, Security Personnel will know instantly if someone is parking behind Littleton Apothecary. Any unauthorized vehicles will be dealt with immediately by trained security professionals.

TRAFFIC ANALYSIS

There was a lot of press about traffic problems when the first shops opened but then Gage opened in Ayer and we got a more realistic look at what to expect. During an October Select Board meeting last year, Chief Pinard said, ***“Because of traffic concerns, I did go look at the one in Ayer and there were not really any issues whatsoever. I talked to the chief, talked to their security consultant. Traffic was not an issue.”***

I identified my target market as Littleton and surrounding towns that have retail cannabis bans in place: Acton, Boxboro, Concord, Groton, Westford. When planning for traffic patterns, I looked at Google Maps to see what routes were suggested. From various addresses in Concord and Acton, Google Maps sends people to the Taylor Street exit off Route 2. Groton folks will take Willow Street to the light. Westford and Boxboro people would take Exit 30 off 495.

Green International Affiliates performed a Traffic Flow Study for Ayer Road a couple of years ago which is still ongoing. The heaviest traffic volume on Ayer Road is during morning rush hour. Littleton Apothecary won't open until 10 or 11 am, mitigating all traffic impact during that time.

Fig. 1: Ayer Road Traffic Study by Green International Affiliates

LOCATION	85 TH PERCENTILE SPEED	AVERAGE WEEKDAY VOLUME	WEEKDAY AM PEAK HOUR			K-FACTOR	DIR. DIST.
			TIME	VOLUME			
Route 2A/110, west of Willow Road	43 MPH EB 47 MPH WB	11,420 vpc	8:00 AM to 9:00 AM	793 vph	6.9%	71.2%	EB
Route 2A/110, east of Willow Road	44 MPH EB 42 MPH WB	13,774 vpc	8:00 AM to 9:00 AM	1,009 vph	7.3%	71.4%	EB

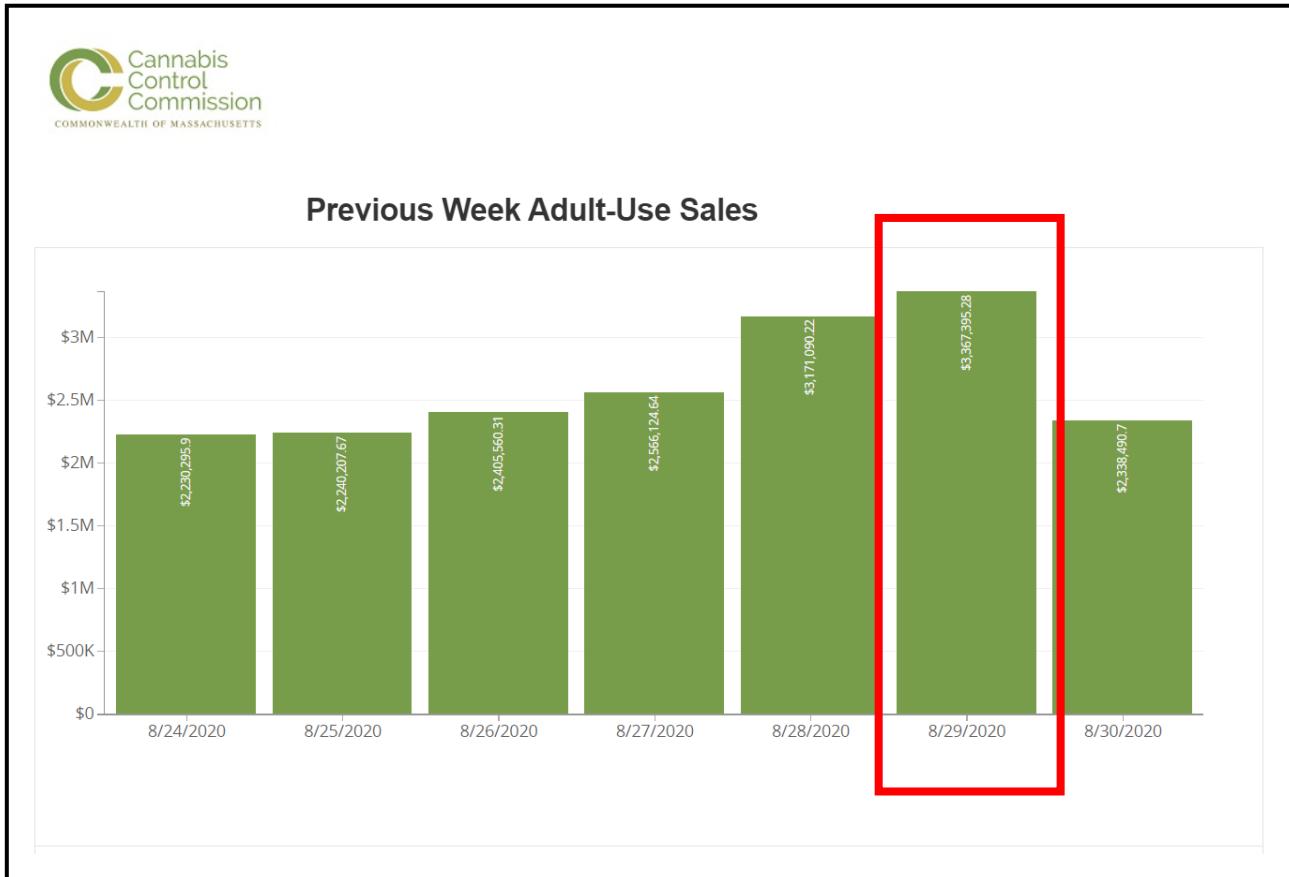
Adding together both lanes of traffic, Ayer Road sees over 25,000 vehicles per day. Average cannabis shops in Massachusetts are doing 2-300 sales transactions/day¹. Donelan's does 1,000 on an average weekday. If every transaction is associated with a single vehicle that wasn't already passing by, Littleton Apothecary could potentially increase traffic on Ayer Road by 1%.

Littleton Police Department will provide traffic details at Chief Pinard's discretion.

¹Source: Cannabis Control Commission Open Data platform: <https://opendata.mass-cannabis-control.com/>

TRAFFIC ANALYSIS

Cannabis Control Commission sales data shows Saturday as the busiest day. Littleton Apothecary will be closed one weekday each week. This means the potential for impacting traffic four out of ten rush hours.



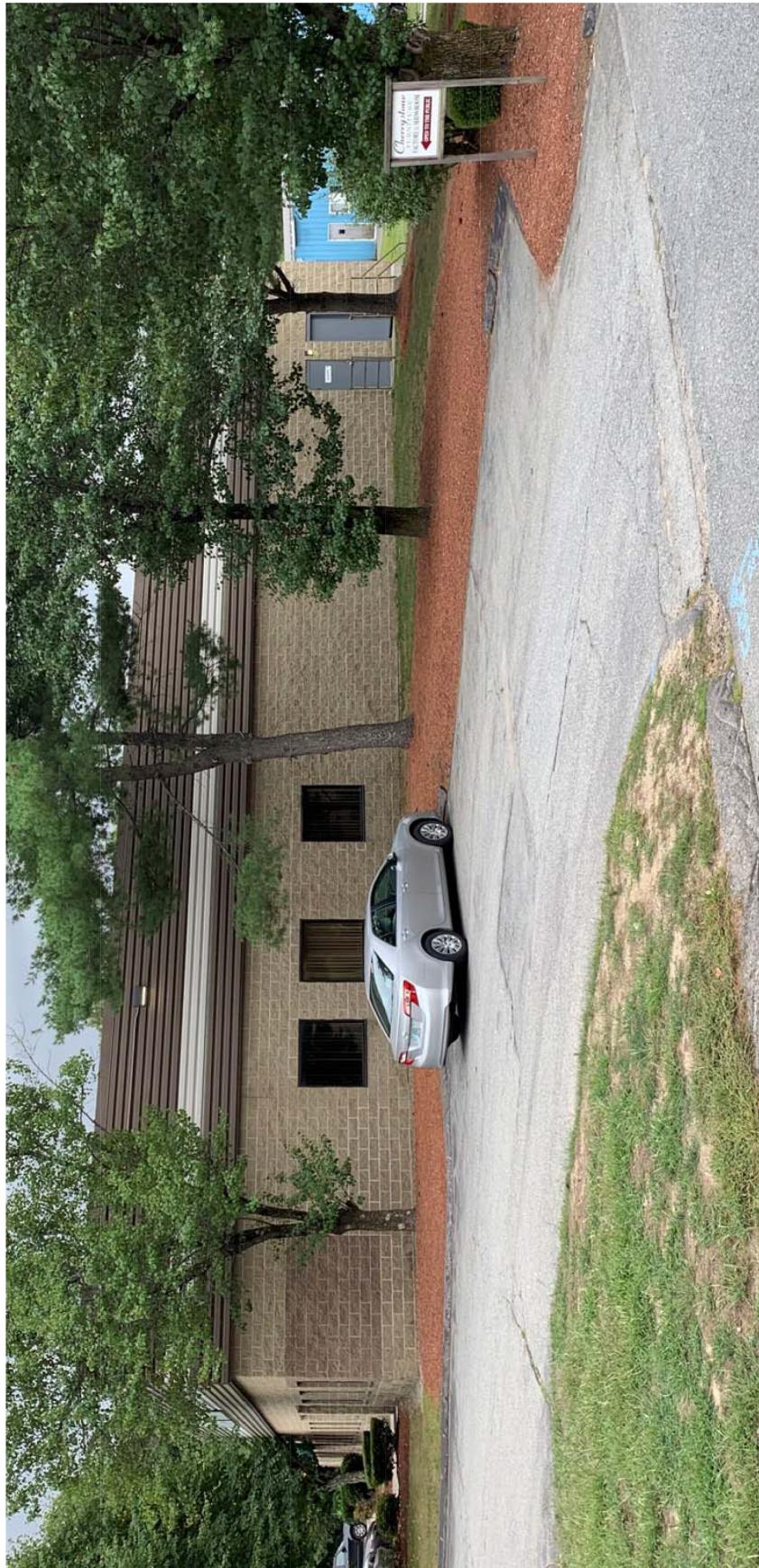
UPDATED TRAFFIC DATA

The Green International Traffic Study is still ongoing. The latest counts were recorded in 2019. MassDOT's Transportation Data Management System shows no significant volume changes. The assumption is that traffic data collected in 2020, if any, would reflect significant volume decrease and not be useful.





FRONT (NORTHEAST) BUILDING ELEVATION FACING AYER ROAD
160 Ayer Road, Littleton, MA



RIGHT (NORTHWEST) BUILDING ELEVATION AT MAIN ENTRY
160 Ayer Road, Littleton, MA

GOLDSMITH, PREST & RINGWALL, INC.



REAR (SOUTHWEST) BUILDING ELEVATION
160 Ayer Road, Littleton, MA

GOLDSMITH, PREST & RINGWALL, INC.



REAR (SOUTHWEST) BUILDING ELEVATION
160 Ayer Road, Littleton, MA

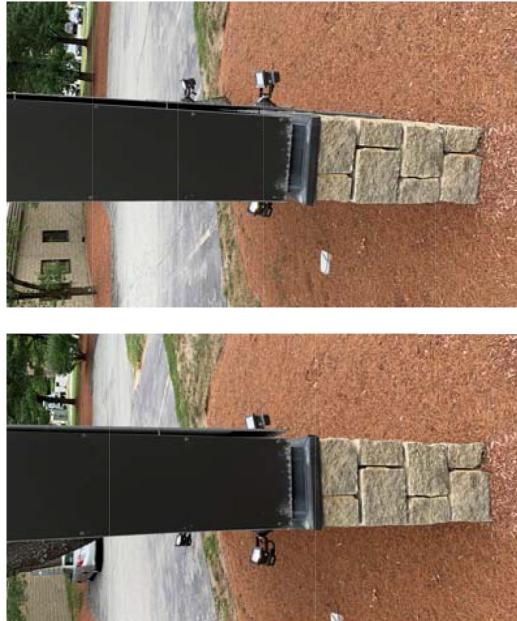
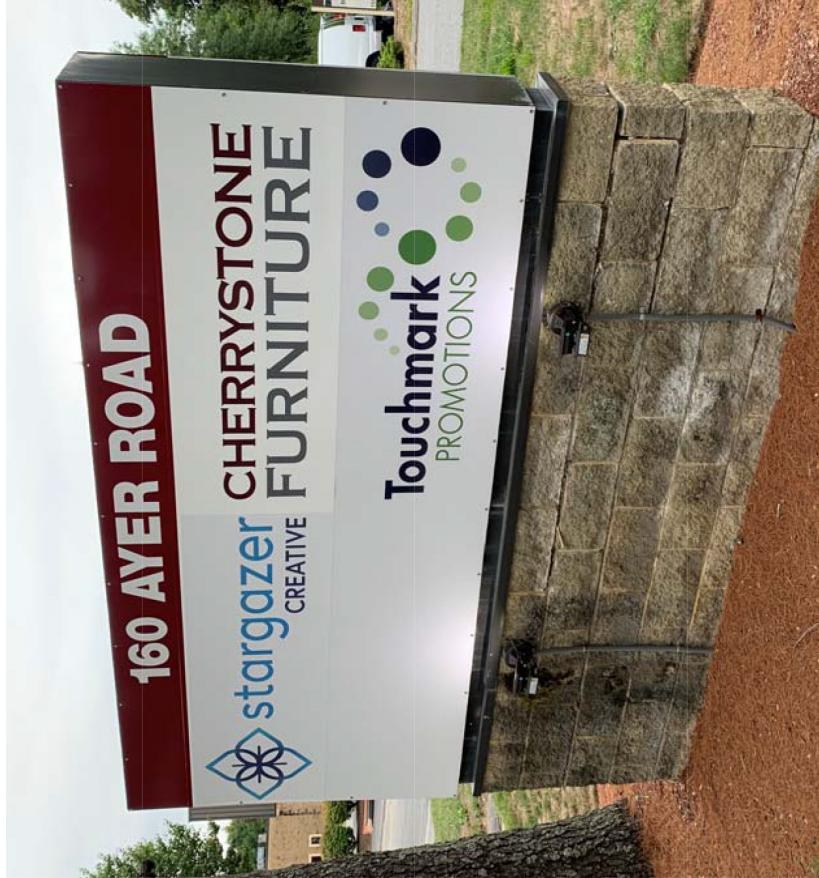
GOLDSMITH, PREST & RINGWALL, INC.



LEFT (SOUTHEAST) BUILDING ELEVATION

160 Ayer Road, Littleton, MA

GOLDSMITH, PREST & RINGWALL, INC.



FREE STANDING SIGN LIGHTING
160 Ayer Road, Littleton, MA

GOLDSMITH, PREST & RINGWALL, INC.



PARKING LOT LIGHTING
160 Ayer Road, Littleton, MA

GOLDSMITH, PREST & RINGWALL, INC.