Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281356

Original Issued Date: 11/09/2018

Issued Date: 11/19/2020

Expiration Date: 11/20/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: ECOFARM Leicester, LLC

Phone Number: 978-895-5416 **Email Address:** ecofarmleicester@eco-farm.com

Business Address 1: 238 Shrewsbury Street **Business Address 2:**

Business City: Worcester **Business State:** MA **Business Zip Code:** 01604

Mailing Address 1: 238 Shrewsbury Street **Mailing Address 2:**

Mailing City: Worcester **Mailing State:** MA **Mailing Zip Code:** 01604

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 80 **Percentage Of Control:** 50

Role: Manager **Other Role:**

First Name: Richard **Last Name:** Rafferty **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 8 **Percentage Of Control:** 40

Role: Manager **Other Role:**

First Name: Jane **Last Name:** Guthro **Suffix:**

Gender: Female **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: **Percentage Of Control:**

Role: Employee **Other Role:**

First Name: Michael **Last Name:** Sampson **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 8 **Percentage Of Control:** 10

Role: Manager **Other Role:** CFO/COO

First Name: Liam **Last Name:** Rafferty **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: ECO Investors, LLC **Entity DBA:** **DBA City:**

Entity Description: The general character of the business of the LLC shall be investment in entities engaged in the cultivation and sale of agricultural products, and any other business in which a Massachusetts Limited Liability Company is authorized to engage.

Foreign Subsidiary Narrative:

Entity Phone: **Entity Email:** **Entity Website:**

Entity Address 1: **Entity Address 2:**

Entity City: **Entity State:** **Entity Zip Code:**

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: East Coast Organics, LLC (the Marijuana Establishment) is a wholly owned subsidiary of ECO Investors, LLC. Richard Rafferty, Jane Guthro, and Liam Rafferty are managers and authorized signers for East Coast Organics, LLC. Richard Rafferty and Liam Rafferty are managers and authorized signers for ECO Investors, LLC.

OWNERSHIP OF ECO INVESTORS LLC

80.00% - Richard Rafferty

08.00% - Jane Guthro (Eden)

08.00% - Liam Rafferty

02.00% - Terpene Investors LLC (See Change of Control Request Submitted August 15, 2019)

02.00% - Lasso Ventures Farm LLC (See Change of Control Request Submitted August 15, 2019)

Note - Terpene Investors LLC and Lasso Ventures Farm LLC currently own less than 10.00% and have 0.00% control over ECO Investors LLC. Per the Change of Control Request, submitted to the CCC on August 15, 2019, Terpene Investors LLC and Lasso Ventures Farm LLC will be beneficial owners with positions to control ECO Investors LLC ONLY UPON CCC APPROVAL.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Richard **Last Name:** Rafferty **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Richard Rafferty is a manager of East Coast Organics, LLC.

Richard Rafferty is a 80.00% owner and a manager of ECO Investors, LLC. ECO Investors, LLC owns 100% of East Coast Organics, LLC.

Close Associates or Member 2

First Name: Jane **Last Name:** Guthro **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Jane Guthro (Eden) is a manager of East Coast Organics, LLC.

Jane Guthro (Eden) is a 08.00% owner and a manager of ECO Investors, LLC. ECO Investors, LLC owns 100% of East Coast Organics, LLC.

Close Associates or Member 3

First Name: Michael **Last Name:** Sampson **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Michael Sampson will act as the Director of Security for East Coast Organics, LLC.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Richard **Last Name:** Rafferty **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $51500 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 88 Huntoon Memorial Highway

Establishment Address 2:

Establishment City: Leicester **Establishment Zip Code:** 01524

Approximate square footage of the Establishment: 90000 **How many abutters does this property have?:** 11

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Single-page certification of host community agreement.pdf	pdf	5b03dcaa4acea511a83695fe	05/22/2018
Community Outreach Meeting Documentation	Community outreach meeting documentation.pdf	pdf	5b03dcc3a6b56e3d675720ce	05/22/2018
Plan to Remain Compliant with Local Zoning	Plan to remain Compliant with Local Zoning.pdf	pdf	5b0e609d9bcf5a047e352146	05/30/2018
Community Outreach Meeting Documentation	Community outreach meeting documentation_additional information request.pdf	pdf	5b6ad84a18807b2d67c3f183	08/08/2018

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: $1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for a Positive Impact.pdf	pdf	5b0e60c353899e3d7b661ea9	05/30/2018

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Richard **Last Name:** Rafferty **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 2

Role: **Other Role:**

First Name: Jane **Last Name:** Guthro **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 3

Role: **Other Role:**

First Name: Michael **Last Name:** Sampson **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: ECO Investors, LLC

Entity DBA:

Entity Description: The general character of the business of the LLC shall be investment in entities engaged in the cultivation and sale of agricultural products, and any other business in which a Massachusetts limited liability company is authorized to engage.

Phone: 978-895-5416

Email: ecofarmleicester@eco-farm.com

Primary Business Address 1: 238 Shrewsbury Street

Primary Business Address 2:

Primary Business City: Worcester

Primary Business State: MA

Principal Business Zip Code: 01604

Additional Information: East Coast Organics, LLC (the Marijuana Establishment) is a wholly owned subsidiary of ECO Investors, LLC. Richard Rafferty, Jane Guthro, and Liam Rafferty are managers and authorized signers for East Coast Organics, LLC. Richard Rafferty and Liam Rafferty are managers and authorized signers for ECO Investors, LLC.

OWNERSHIP OF ECO INVESTORS LLC
80.00% - Richard Rafferty
08.00% - Jane Guthro (Eden)
08.00% - Liam Rafferty
02.00% - Terpene Investors LLC (See Change of Control Request Submitted August 15, 2019)
02.00% - Lasso Ventures Farm LLC (See Change of Control Request Submitted August 15, 2019)

Note - Terpene Investors LLC and Lasso Ventures Farm LLC currently own less than 10.00% and have 0.00% control over ECO Investors LLC. Per the Change of Control Request, submitted to the CCC on August 15, 2019, Terpene Investors LLC and Lasso Ventures Farm LLC will be beneficial owners with positions to control ECO Investors LLC ONLY UPON CCC APPROVAL.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	East Coast Organics_Articles of Organization_10-09-2017.pdf	pdf	5b03e8c31fc0413d614fe700	05/22/2018
Articles of Organization	East Coast Organics_Certificate of Amendment_05-21-2018.pdf	pdf	5b03e8c44acea511a8369608	05/22/2018
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing.pdf	pdf	5b06dd15a9bf2311b8c6e0be	05/24/2018
Department of Revenue - Certificate of Good standing	Certificate of Good Standing_DOR.pdf	pdf	5b06dd2253899e3d7b661c04	05/24/2018
Bylaws	Operating Agreement_East Coast Organics, LLC_May 2018.pdf	pdf	5b0e67f353899e3d7b661eb5	05/30/2018
Articles of Organization	Articles of Organization_additional information request (MPN281356).pdf	pdf	5b6ba2a43f9f81395f134d78	08/08/2018
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Amendment_09-24-2019.pdf	pdf	5da878a11373b4787a4eae6f	10/17/2019
Articles of Organization	Operating Agreement Amendment_Sep 2019.pdf	pdf	5da878a3487a2c7885939d63	10/17/2019
Department of Revenue -	Certificate of Good Standing_DOR_Oct	pdf	5da878a41570c0786ff25532	10/17/2019

Certificate of Good standing	2019.pdf

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Certificate of Good Standing from the Massachusetts Department of Unemployment Assistance_09-09-2020.pdf	pdf	5f597f200f99bf2489579491	09/09/2020
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing from the Massachusetts Secretary of State_09-09-2020.pdf	pdf	5f7204188012da07a0d939e3	09/28/2020
Department of Revenue - Certificate of Good standing	Certificate of Good Standing from the Massachusetts Department of Revenue_09-11-2020.pdf	pdf	5f7204217e8b3807d9e5eef4	09/28/2020

Massachusetts Business Identification Number: 001294101

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5d786fe58470d4229ba45a92	09/10/2019
Proposed Timeline	Updated timeline.pdf	pdf	5f597f4191bd17247e20603b	09/09/2020
Business Plan	Business Plan Summary.pdf	pdf	5f597f4a0f99bf2489579495	09/09/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Types of products Manufactured.	Types of Products Manufactured.pdf	pdf	5b0d4a94ad75cc3d99a99db0	05/29/2018
Method used to produce products	Method used to produce products.pdf	pdf	5b0d4a9652bc563da3bfe7ed	05/29/2018
Sample of unique identifying marks used for branding	Samples of unique identifying marks used for branding.pdf	pdf	5b0d4a979eb86611ea7d46c2	05/29/2018
Security plan	Security plan.pdf	pdf	5b0d4ac2a999e33d85064158	05/29/2018
Prevention of diversion	Prevention of diversion.pdf	pdf	5b0d4ac49a67bb11cc7e515d	05/29/2018
Storage of marijuana	Storage of marijuana.pdf	pdf	5b0d4ac63deece0450ce926f	05/29/2018
Inventory procedures	Inventory procedures.pdf	pdf	5b0d4ae04acea511a8369a90	05/29/2018
Quality control and testing	Quality control and testing_Manufacturer.pdf	pdf	5b0d4ae211a2fe04237f79f9	05/29/2018
Personnel policies including background checks	Personnel policies including background checks.pdf	pdf	5b0d4b1eb2a9e2046441c773	05/29/2018
Record Keeping procedures	Record keeping procedures.pdf	pdf	5b0d4b20ad75cc3d99a99db4	05/29/2018
Maintaining of financial records	Maintaining of financial records.pdf	pdf	5b0d4b49ddfb91046e611111	05/29/2018

Qualifications and training	Qualifications and training.pdf	pdf	5b0d4b4d9eb86611ea7d46c6	05/29/2018
Restricting Access to age 21 and older	Restricting access to age 21 and older.pdf	pdf	5b0e64a19a67bb11cc7e522c	05/30/2018
Dispensing procedures	Dispensing procedures.pdf	pdf	5b0f589da9bf2311b8c6e4b3	05/30/2018
Transportation of marijuana	Transportation of marijuana.pdf	pdf	5b0f59469a67bb11cc7e536d	05/30/2018
Security plan	Security plan (revised)_additional information request.pdf	pdf	5b6ad8cecea8212d4c7b4500	08/08/2018
Diversity plan	Diversity Plan_Updated 10-27-2020.pdf	pdf	5f98301d0daeb60847fa9cc0	10/27/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: East Coast Organics LLC has not yet completed facility development to commence operations, and therefore has not yet implemented its Positive Impact Plan.

East Coast Organics LLC plans to implement its Positive Impact Plan as the company moves closer to commencing operations, and will be able to provide the Cannabis Control Commission a more substantive update at that time.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: East Coast Organics LLC has not yet completed facility development to commence operations, and therefore has not yet implemented its Diversity Plan.

East Coast Organics LLC plans to implement its Diversity Plan as the company moves closer to commencing operations, and will be able to provide the Cannabis Control Commission a more substantive update at that time.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	Product Manufacturer Specific Requirements.pdf	pdf	5d78705eaf9d6f1dd58a2df4	09/10/2019

Name of Item: N / A **Item Type:** Flower

Item Description: N / A

HOURS OF OPERATION

Monday From: Open 24 Hours	**Monday To:** Open 24 Hours
Tuesday From: Open 24 Hours	**Tuesday To:** Open 24 Hours
Wednesday From: Open 24 Hours	**Wednesday To:** Open 24 Hours
Thursday From: Open 24 Hours	**Thursday To:** Open 24 Hours
Friday From: Open 24 Hours	**Friday To:** Open 24 Hours
Saturday From: Open 24 Hours	**Saturday To:** Open 24 Hours
Sunday From: Open 24 Hours	**Sunday To:** Open 24 Hours

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

I, Jane Eden, (*insert name*) certify as an authorized representative of East Coast Organics, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Leicester (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on May 7, 2018 (*insert date*).

Jane Eden, manager
Signature of Authorized Representative of Applicant

Host Community

I, David Genereux, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Leicester (*insert name of host community*) to certify that the applicant and Town of Leicester (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on ~~May 7, 2018~~ May 15, 2018 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Jane Eden, (*insert name*) attest as an authorized representative of East Coast Organics, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 18, 2018 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 11, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on May 10, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 10, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 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. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

5. Information was presented at the community outreach meeting including:
    a. The type(s) of Marijuana Establishment to be located at the proposed address;
    b. Information adequate to demonstrate that the location will be maintained securely;
    c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
    d. A plan by the Marijuana Establishment to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Attachment A

Worcester, SS. SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CIVIL ACTION
No. 18-655A

To Maria D. Mathieson f/k/a Maria D. Godin, of Spencer, County of Worcester in said Commonwealth;
AND TO ALL PERSONS ENTITLED TO THE BENEFIT OF THE SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AS AMENDED:
Cornerstone Bank (successor by merger to Southbridge Savings Bank), a banking association duly established and existing under the laws of the Commonwealth of Massachusetts, with a usual place of business in Spencer, Worcester County, Massachusetts;
claiming to be the holder of a mortgage covering property situated on Smithville Road, being numbered 115 on said street, in Spencer, Massachusetts; given by Maria D. Mathieson to Southbridge Savings Bank, dated December 31, 2015 and recorded in the Worcester District Registry of Deeds, Book 54821, Page 69, has filed with said court a Complaint for authority to fore-

NOTICE OF COMMUNITY MEETING
Please join East Coast Organics for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Cultivation and Product Manufacturing Facility is anticipated to be located at 88 Huntoon Memorial Highway in Leicester.
In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility.
There will be an opportunity for the public to ask questions.
WHO: EAST COAST ORGANICS
WHAT: COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED MARIJUANA CULTIVATION AND PRODUCT MANUFACTURING FACILITY IN LEICESTER.
WHEN: MAY 18, 2018 @ 11AM
WHERE: 88 HUNTOON MEMORIAL HIGHWAY, LEICESTER, MA 01524
May 11, 2018

Received by the Town of Leicester May 10, 2018

Attachment B

Marie Paquette
Board of Selectmen's Office

Deborah K Davis
Town Clerk

Michelle K. Buck
Town Planner

RECEIVED

MAY 10 2018

Town of Leicester
Development & Inspectional Services

NOTICE OF COMMUNITY MEETING

Please join East Coast Organics for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Cultivation and Product Manufacturing Facility is anticipated to be located at 88 Huntoon Memorial Highway in Leicester.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility.

There will be an opportunity for the public to ask questions.

Who:	East Coast Organics
What:	Community Outreach Meeting to discuss a proposed Marijuana Cultivation and Product Manufacturing Facility in Leicester.
When:	May 18, 2018 @ 11:00AM
Where:	88 Huntoon Memorial Highway Leicester, MA 01524

NOTICE OF COMMUNITY MEETING

Please join East Coast Organics for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Cultivation and Product Manufacturing Facility is anticipated to be located at 88 Huntoon Memorial Highway in Leicester.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility.

There will be an opportunity for the public to ask questions.

Who: East Coast Organics

What: Community Outreach Meeting to discuss a proposed Marijuana Cultivation and Product Manufacturing Facility in Leicester.

When: May 18, 2018 @ 11:00AM

Where: 88 Huntoon Memorial Highway
Leicester, MA 01524

East Coast Organics, LLC
Packet 1 – Application of Intent

Host Community Information

Plan to Remain Compliant with Local Zoning

As of May 1, 2018, the property located at 88 Huntoon Memorial Highway in Leicester, MA is compliant with all zoning bylaws approved by the Leicester Planning Board.

The amendments to *Article 22: Marijuana Establishments* (Appendix A) of the Leicester zoning bylaws includes the following definitions:

Marijuana Cultivator: an entity licensed to cultivate, process and package marijuana, to deliver marijuana to marijuana establishments and to transfer marijuana to other marijuana establishments, but not to consumers.

Marijuana Product Manufacturers: an entity licensed to obtain, manufacture, process and package marijuana and marijuana products, to deliver marijuana and marijuana products to marijuana establishments and to transfer marijuana and marijuana products to other marijuana establishments, but not to consumers.

As an applicant to become a licensed Marijuana Cultivator and Marijuana Product Manufacturer, East Coast Organics will comply with the buffer requirements as outlined in Section 5.15.02 (B), maintaining a distance of greater than 200 feet from residential zoning districts, and pre-existing public or private schools (pre-school through grade 12).

The proposed address of the marijuana establishment is at 88 Huntoon Memorial Highway, located in the *Highway Business-Industrial 2 (HB-2)* zone. Per Section 3.2.03 of Article 22, Non-retail Marijuana Establishments are subject to site plan review in the HB-2 zone.

East Coast Organics will conduct all operations at the fixed location of 88 Huntoon Memorial Highway in Leicester, MA, in a fully enclosed building and shall not be visible from the exterior of the business. All storage of marijuana, related supplies, and educational materials shall be kept on the interior of the building.

Per section 5.15.02 (C) of Article 22 of the Leicester Zoning Bylaws, East Coast Organics signage outside of the building will comply with all applicable agencies within the Commonwealth of Massachusetts and the requirements of Leicester Zoning Bylaw.

- Per 935 CMR: 500.105 (4)(a)(1), East Coast Organics will develop a logo to be used in signage that does not use medical symbols, images of marijuana, related paraphernalia, and colloquial references to cannabis and marijuana.
- Per 935 CMR: 500.105 (4)(b)(8), East Coast Organics will not construct a neon sign, or any illuminated signage which fails to comply with all local ordinances and requirements. The company not illuminate any external signage beyond the period of 30 minutes before sundown until closing, per 935 CMR: 500.105 (4)(b)(9).

East Coast Organics will implement odor elimination systems such as an HVAC system utilizing carbon filtration to filter exhaust from any room housing marijuana, so that no odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the establishment. The system will be maintained on regular intervals to ensure the odor mitigation system remains functional.

East Coast Organics will meet all security requirements as outlined by the Leicester Planning Board, to provide adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of cultivation of marijuana is adequately secured in enclosed, locked facilities.

Per Article 23 of the *Planning Board Report: Zoning Bylaw Amendments* (Appendix B), East Coast Organics will submit an application for a Site Plan Review to the Leicester Planning Board for the property located at 88 Huntoon Memorial Highway in Leicester, MA. East Coast Organics will not require a special permit.

Leicester Planning Board
Zoning Bylaw Amendments
Article 22: Marijuana Establishments
4/4/2018

Explanation: This article amends regulation of Medical Marijuana Treatment Centers and defines and regulates all types of Marijuana Establishments.

A. Amend Section 1.3, Definitions, by modifying the existing definition of Medical Marijuana Treatment Center and inserting several new definitions in alphabetical order, as follows:

MARIJUANA: Marijuana or Marihuana means all parts of any plant of the genus Cannabis, not excepted below and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in section 1 of chapter 94C; provided that "Marijuana" shall not include: (1) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination; (2) hemp; or (3) the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other products. Marijuana also includes marijuana products except where the context clearly indicates otherwise.

MARIJUANA CULTIVATOR: an entity licensed to cultivate, process and package marijuana, to deliver marijuana to marijuana establishments and to transfer marijuana to other marijuana establishments, but not to consumers.

MARIJUANA ESTABLISHMENT: a licensed Marijuana Cultivator, Marijuana Testing Facility, Marijuana Product Manufacturer, Marijuana Retailer, or any other type of licensed marijuana-related business or businesses at a single location except a medical marijuana treatment center.

MARIJUANA ESTABLISHMENT, NON-RETAIL: a marijuana establishment that does not involve on-site retail sales to consumers, including Marijuana Cultivators, Marijuana Product Manufacturers that only sell to Marijuana Establishments but not consumers, Marijuana Testing Facilities, and Marijuana Transportation or Distribution Facilities.

MARIJUANA RETAILER, CONSUMER SALES ONLY: a marijuana establishment that involves on-site retail sales to consumers, excluding Marijuana Social Consumption Operators.

MARIJUANA PRODUCT MANUFACTURER: an entity licensed to obtain, manufacture, process and package marijuana and marijuana products, to deliver marijuana and marijuana products to marijuana establishments and to transfer marijuana and marijuana products to other marijuana establishments, but not to consumers.

MARIJUANA PRODUCTS: products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

MARIJUANA SOCIAL CONSUMPTION FACILITY: a "Marijuana Social Consumption Establishment" that is licensed by the Cannabis Control Commission where single servings of marijuana may be sold for consumption on the premises.

MARIJUANA SOCIAL CONSUMPTION OPERATOR: a marijuana retailer licensed to purchase marijuana and marijuana products from marijuana establishment and to sell marijuana and marijuana

products on its premises only to consumers or allow consumers to consume marijuana and marijuana products on its premises only.

MARIJUANA TESTING FACILITY: An Independent Testing Laboratory as defined in 935CMR 500.002 licensed to test marijuana and marijuana products, including certification for potency and the presence of contaminants.

MARIJUANA RETAILER: an entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers.

MARIJUANA TRANSPORTATION OR DISTRIBUTION FACILITY: an entity with a fixed location not otherwise licensed by the Cannabis Control Commission, that is licensed to purchase, obtain and possess cannabis or marijuana products solely for the purpose of transporting and temporarily storing the same on the premises for sale and distribution to Marijuana Establishments, but not consumers.

~~**MEDICAL MARIJUANA TREATMENT CENTER:** a not-for-profit entity, as defined by Massachusetts law only, registered under Massachusetts law [Chapter 369 of the Acts of 2012], that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers.~~

MEDICAL MARIJUANA TREATMENT CENTER: a not-for-profit entity registered under 105 CMR 725.100, also known as a Registered Marijuana Dispensary (RMD), that acquires, cultivates, possesses, processes (including development of related products such as edible marijuana infused products, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers for medical use. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana for medical use.

B. Amend Section 3 (Use Regulations), sub-section 3.2.03., as shown below:

3.2.03 BUSINESS	SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
18. Medical Marijuana Treatment Center~~, with limitation (see Section 5.15)~~. (Planning Board Site Plan Review Required)	N	N	N	Y	~~Y~~ N	Y	Y	Y
19. Marijuana Retailer, Consumer Sales Only (Special Permits issued by the Planning Board)	N	N	N	SP	N	SP	SP	SP
20. Marijuana Establishment, Non-Retail (Planning Board Site Plan Review Required)	N	N	N	Y	N	Y	Y	Y
21. Marijuana Social Consumption Facility	N	N	N	N	N	N	N	N

C. Amend Section 3.30, Business Residential – 1 (BR-1) Zone, subsection ll, and add a new subsection mm, as follows:

ll. Medical Marijuana Treatment Center~~, with limitations~~ (Planning Board Site Plan Review Required, see Section 5.15).

mm. Marijuana Establishment by special permit (See Section 5.15)

D. Amend Section 5.2, Site Plan Review, subsection 5.2.02.1, by inserting a new subsection h., as follows:

h. Medical Marijuana Treatment Centers and Marijuana Establishments

E. Amend Section 5.15, as follows:

5.15 MEDICAL MARIJUANA TREATMENT CENTERS AND MARIJUANA ESTABLISHMENTS

~~1.~~ **5.15.01 PURPOSE AND INTENT:**
To provide for the limited establishment of Medical Marijuana Treatment Centers and Marijuana Establishments in appropriate places and to minimize the adverse impacts of Medical Marijuana Treatment Centers and Marijuana Establishments on residential neighborhoods, schools and other places where children congregate, and other land uses potentially incompatible with said facilities.

~~2. Location:~~
~~No Medical Marijuana Treatment Center may be located within 1,000 feet of a residential zoning district, school, church or other religious use, child care facility, family child care home, park, playground, drug or alcohol rehabilitation facility, or other Medical Marijuana Treatment center. Distance shall be measured as the shortest between buildings, or as the shortest distance between the building of the Medical Marijuana Treatment Center and the lot line of a church, child care facility,~~

5.15.02 STANDARDS:

A. General
All aspects of a Medical Marijuana Treatment Center or Marijuana Establishment must take place at a fixed location within a fully enclosed building and shall not be visible from the exterior of the business. No outside storage of marijuana, related supplies, or educational materials is permitted. Medical Marijuana Treatment Centers and Marijuana Establishments are not permitted as a home occupation. Site Plan Review is required for all Medical Marijuana Treatment Centers and Marijuana Establishments, including when the facility will reuse an existing structure.

B. Buffer Requirements
No Medical Marijuana Treatment Center or Marijuana Establishment may be located within required buffer areas. Buffers shall be 500 feet for Medical Marijuana Treatment Centers and Marijuana Retailers, Consumer Sales Only and 200 feet for Marijuana Establishments, Non-Retail, from the following: residential zoning districts (SA, R1, and R2), and pre-existing public or private schools (pre-school through grade 12). Distance shall be measured in a straight line as the shortest between the Medical Marijuana Treatment Center or Marijuana Establishment building and residential district boundaries, and as a straight line from the nearest point of the property line in question to the nearest point of the property line where the Medical Marijuana Treatment Center or Marijuana Establishment is or will be located for schools.

C. Signage
All business signage shall be subject to the requirements of the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and the requirements of Leicester Zoning Bylaw

D. Ventilation/Odor
All Marijuana Establishments shall be ventilated in such a manner that no odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the Medical Marijuana Treatment Center or Marijuana Establishment or at any adjoining use or property

E. Security
All Medical Marijuana Treatment Centers and Marijuana Establishments shall provide adequate security measures to ensure that no individual participant will pose a direct threat to the health or

safety of other individuals, and that the storage and/or location of cultivation of marijuana is adequately secured in enclosed, locked facilities.

F. Permitting
All Medical Marijuana Treatment Centers and Marijuana Establishments shall meet all of the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will as proposed be in compliance with all applicable state laws and regulations.

G. Private Clubs
Clubs, lodges, or other private grounds (non-profit and private) allowing on-site consumption of marijuana or marijuana products, but not operating as a licensed marijuana social consumption operator are prohibited.

H. Conversion
The conversion of a Medical Marijuana Treatment Center (also known as a registered marijuana dispensary or RMD) licensed or registered not later than July 1, 2017 that is engaged in the cultivation, manufacture or sale of marijuana or marijuana products in Leicester to a marijuana establishment for adult use (also known as recreational use) engaged in the same type of activity shall be permitted by-right (without a special permit), but shall require Planning Board Site Plan Review. Abutters, and abutters to the abutters within three hundred feet of the property line of the applicant, shall be notified of the date and time of the Site Plan Review discussion.

I. Limitations
Marijuana Retailers, Consumer Sales Only shall be limited to 1 establishment in the Town of Leicester.

5.15.03 SPECIAL PERMIT REQUIREMENTS:

The Planning Board shall be the Special Permit Granting Authority for all Marijuana Establishments. Applications shall be submitted in accordance with the Planning Board's Special Permit Regulations. In addition to the special permit approval criteria for the applicable zoning district and the Planning Board's Special Permit Regulations, the Planning Board shall find that the proposed use meets the requirements of this section 5.15.

Planning Board Report:
Zoning Bylaw Amendments

Article 23: Amendment to Sections of the Zoning Bylaw Regarding Medicinal and Recreational Marijuana

Article 25: Amend the Zoning Bylaw, Section 5.13, Open Space Residential Development

Article 26: Amend the Zoning Bylaw, Section 3, Use Regulations

Annual Town Meeting
May 1, 2018

Planning Board Members:
Jason Grimshaw, Chair
Debra Friedman, Vice-Chair
Alaa Abusalah
Andrew Kularski
Sharon Nist
Robyn Zwicker, Associate Member

Town Planner:
Michelle R. Buck, AICP

Note:

This report provides a summary and recommendations on all proposed Zoning Bylaw Amendments (Articles 23, 25, and 26).

The full text changes proposed by all Zoning Articles are included in the printed Town Meeting Warrant.

Article 23: Amendment to Sections of the Zoning Bylaw Regarding Medicinal and Recreational Marijuana

Background/Timeline

11/2012: Medical marijuana legalized by passage of Massachusetts Ballot Question 3[1]

5/2013: Leicester Zoning Bylaw amended to address medical marijuana (allowed in several commercial districts with setbacks). Massachusetts Department of Public Health adopted regulations.

11/2016: Massachusetts ballot Question 4 legalized recreational marijuana and created the Cannabis Control Commission (approved by 53% of Leicester voters)[2]

7/2017: Amendment of state law related to marijuana[3]

4/2018: Final Regulations related to recreational marijuana issued by the Cannabis Control Commission

Description/Summary of Proposed Leicester Zoning Bylaw amendments

Purpose

The purpose of Article 23 is to address the legalization of recreational marijuana (also known as adult use marijuana) and to revise requirements for Medical Marijuana Treatment Centers (also known as Registered Marijuana Dispensaries) so that both medical and recreational marijuana are regulated in accordance with state laws and regulations. Without zoning requirements in place for recreational marijuana, Leicester would be unable to specify where this new use would be allowed and how it would be regulated. The proposed bylaw includes the following:

Definitions

The proposed amendments include several new definitions related to recreational marijuana and revision of the existing definition of Medical Marijuana Treatment Centers to be consistent with Massachusetts laws and regulations.

[1] Chapter 369 of the Acts of 2012
[2] Chapter 334 of the Acts of 2016
[3] Chapter 55 of the Acts of 2017

Categories of Use & Where Allowed

Article 23 divides marijuana facilities into 4 broad categories for zoning purposes, regulated as summarized below:

- ***Medical Marijuana Treatment Center***
  Allowed in several commercial districts by-right (B, I, BI-A, HB-1, HB-2, and BR-1) with Planning Board Site Plan Review. The existing medical marijuana treatment center may convert to a recreational marijuana retail facility with Planning Board Site Plan Approval.
- ***Marijuana Retailer, Consumer Sales Only***
  Allowed in some commercial zoning districts by special permit from the Planning Board (B, I, BI-A, HB-1 & HB-2, and BR-1). Retail recreational marijuana is limited to 1 facility in Leicester under the proposed amendments.
- ***Marijuana Establishment, Non-Retail***
  This category includes non-retail facilities such as cultivators (marijuana growing facilities). Allowed in several commercial zoning districts by-right with Planning Board Site Plan Review (B, I, BI-A, HB-1 & HB-2); special permit required in the BR-1 district because other light industrial uses require a special permit in this district.
- ***Marijuana Social Consumption Facility***
  Prohibited in all zoning districts.

Buffers

Retail facilities and Medical Marijuana Treatment Centers are required to be 500 feet away from residential zoning districts (SA, R1, & R2) and schools (pre-school – Grade 12).[4] The required buffer for non-retail facilities (such as cultivation-only facilities) is 200 feet. See Appendix A for a map showing where marijuana facilities are allowed.

Other Requirements

The proposed bylaw also contains standards related to signage, ventilation/odor, security, and private clubs (prohibited)

Planning Board Recommendation:

The Planning Board recommends approval of Article 23. The proposed bylaw is the result of research and compromise during public hearings over several months and is intended to appropriately regulate marijuana facilities consistent with state laws and regulations.

[4] Massachusetts Laws and Regulations related to recreational marijuana limit buffers to no greater than 500 feet and restrict buffers from uses other than schools.

Article 25: Amend the Zoning Bylaw, Section 5.13, Open Space Residential Development

Description:
The purpose of this Article is to correct errors in Leicester's Open Space Residential Development Bylaw (incorrect zoning district names, reference to districts that don't exist in Leicester, and district mistakenly left off Table of Minimum Requirements)

Planning Board Recommendation:
The Planning Board recommends approval of Article 25. This is a simple "housekeeping" amendment to correct minor errors in the Zoning Bylaw.

Article 26: Amend the Zoning Bylaw, Section 3, Use Regulations

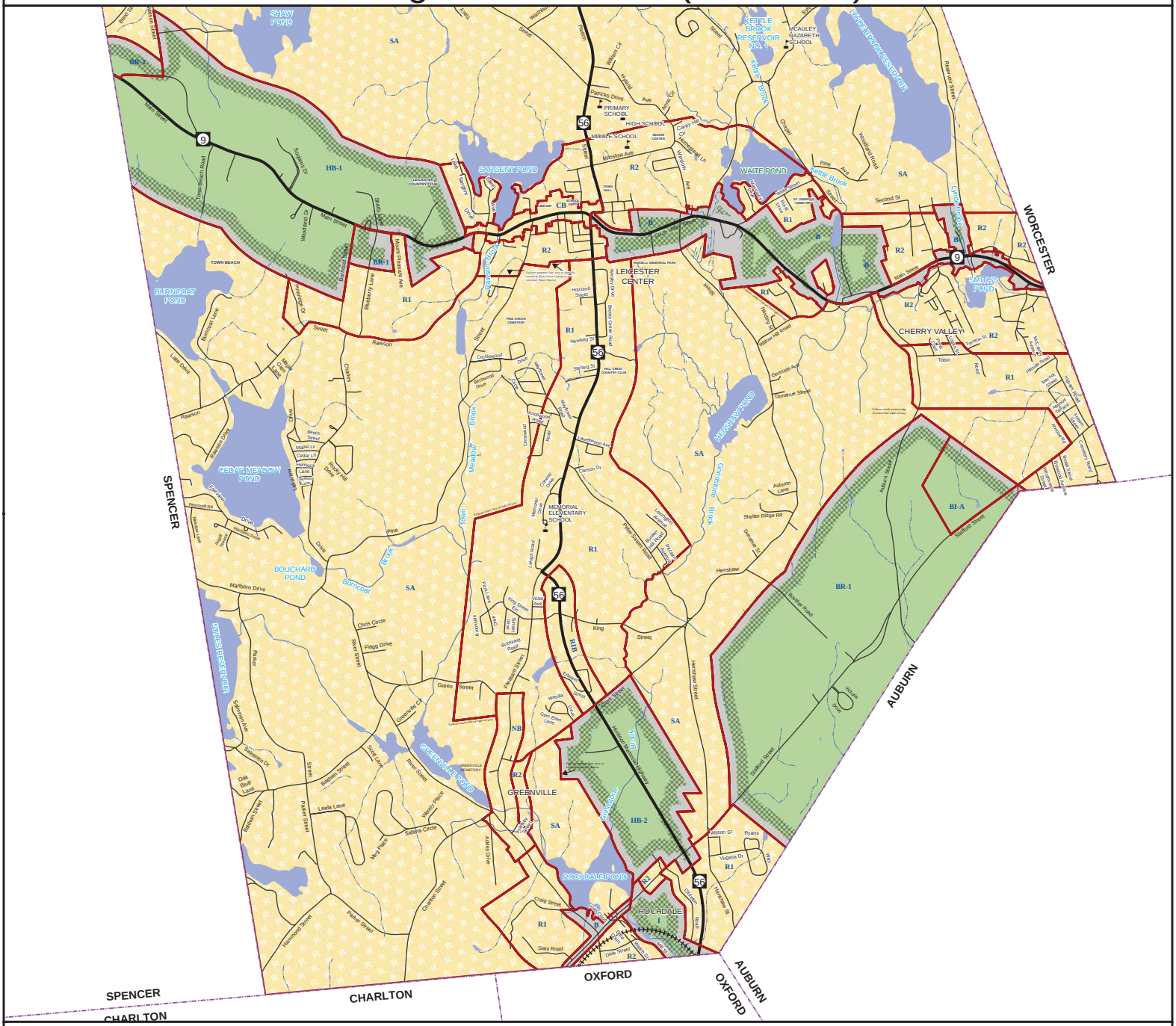
Description:
The purpose of this Article is to: 1) clarify which Board (Zoning Board of Appeals or Planning Board) issues special permits for particular districts and uses; and 2) improve cross-references related to allowed uses.

Planning Board Recommendation:
The Planning Board recommends approval of Article 26. Article 26 will make the Zoning Bylaw easier for the public to understand by clarifying which Board issues special permits and making it easier to find applicable sections of the bylaw related to allowed uses.

g:\town planners office\zoning bylaw amendments\2018-05 town meeting\final pb report 05-01-2018tm.docx

APPENDIX A

Areas Where Marijuana Facilities are Allowed Under Proposed Zoning Amendments (Article 23)



Note: Roadways on this map are shown for general reference purposes only. This map shall not be used to determine the legal status of any roadway as public or private.

TOWN OF LEICESTER, MASSACHUSETTS

Source: Data provided by the Town of Leicester, CMRPC, massDOT and the Office of Geographic Information (MassGIS), Commonwealth of Massachusetts, Information Technology Division. Information depicted on this map is for planning purposes only.

Date: 4/24/2018 Path: H:\Projects\O_Leicester_GIS\Subprojects\m151_misc_2018\m151_Article35_amend_annual_report_24x26.mxd

Note: this map is for informational purposes only to show the proposed buffers. Article 23 does not amend the Leicester Zoning Map.

ABUTTERS LIST REQUEST

TOWN OF LEICESTER

ASSESSORS HAVE TEN DAYS TO PROCESS YOUR REQUEST, PLEASE PLAN AHEAD!

$10.00 PREPAID AT TIME OF REQUEST FOR FIRST THREE PAGES, $5.00 PER PAGE AT TIME OF PICKUP FOR EACH ADDITIONAL PAGE.

Subject Information

Parcel	**Assessors Map:** 44 **Parcel:** A4 0 **Deed Ref#:**
Owner(s)	RDJ REALTY LLC, C/O ROBERT SIGEL
Street Address	88 Huntoon Memorial Hwy.

Requestor Information

Name	Peter D'Agostino
Telephone	617-416-5344 **Email** peter@lynchassociates.com

	Board/Department	Description of Required Abutters List
	Conservation Commission RDA	Direct abutters, including abutters across any street
	Conservation Commission NOI	Abutters and abutters to abutters within 300 feet, including across any street or body of water[1]
	Planning Board Special Permit, Major Site Plan Review, or Definitive Subdivision	Abutters and abutters to abutters within 300 feet, including across any street
	Zoning Board of Appeals Special Permit OR Variance	Abutters and abutters to abutters within 300 feet, including across any street
	Board of Health.	Specify Distance (consult with Board of Health Staff to determine the required distance)_____
	Board of Selectmen Class II License	Direct abutters, including abutters across any street
	Boar d of Selectmen Liquor License	Direct abutters, including abutters across any street AND schools, churches, or hospitals within 500 feet
●	Other. Please specify Board/Department Community Meeting Notice	Please specify: ✔ Direct Abutters 300 feet Other: From Property Line

1 An applicant who proposes work solely within Land under Water Bodies or Waterways, or solely within a Lot with an area greater than 50 acres, is required to provide notification only to Abutters whose Lot is within three hundred feet from the *Project Site*. An applicant proposing a Linear- shaped Project greater than 1,000 feet in length is required to provide notification only to Abutters whose Lot is within 1,000 feet from the Project Site.

Town of Leicester

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
37 D2 0	CLARK ST	COOPERS HILLTOP FARM		515 HENSHAW ST	ROCHDALE	MA	01542
43 C1 0	100 CLARK ST	HESSELTON ALBERT H NANCY J T	ANH100 NOMINEE REALTY T	100 CLARK STREET	ROCHDALE	MA	01542
43 C2 0	CLARK ST	SIGEL ROBERT		117 PADDOCK CIRCLE	MASHPEE	MA	02649
43 C3.1 0	CLARK ST	MELENDEZ DORIS	ORTIZ ISHAA	42 CLARK ST	ROCHDALE	MA	01542
43 C5 0	PLEASANT ST	TOWN OF LEICESTER	TOWN HALL	3 WASHBURN SQUARE	LEICESTER	MA	01524
44 A1 0	140 CLARK ST	GILES SEAN DAVID	GILES ANDREA J	140 CLARK STREET	ROCHDALE	MA	01542
44 A2.1 0	82 HUNTOON MEMORIAL HW	MINUTEMAN PACKAGING CORP		26 LACKEY ST	WESTBOROUGH	MA	01581
44 A4.1 0	90 HUNTOON MEMORIAL HW	SIGEL ROBERT		117 PADDOCK CIRCLE	MASHPEE	MA	02649
44 A5 0	ROUTE 56	BERGIN JR JOSEPH D		P O BOX 486	HARDWICK	MA	01037
44 A6 0	92 HUNTOON MEMORIAL HW	SIGEL ROBERT		117 PADDOCK CIRCLE	MASHPEE	MA	02649
44 B1 0	HENSHAW ST	COOPER`S HILLTOP FARM		515 HENSHAW ST	ROCHDALE	MA	01542

End of Report

NOTES

RECEIPT DATE 5-3-18 NO. 239171

RECEIVED FROM Peter Dagostino

ADDRESS Abutters 88 Huntoon $ 10.—

FOR

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH	4	
AMT. PAID			CHECK		
BALANCE DUE			MONEY ORDER		

BY

©2001 REDIFORM ® 8L808

Above is a certified list of abutters and abutters to abutters within 300 feet of subject.
Subject property: 88 Huntoon Memorial Highway, Deed Ref. 44-A4-0, Deed Ref. 6902/254
Subject owner(s): RDJ Realty LLC

John Prescott, Principal Assessor

Prepared by: Kathleen Asquith, Assistant

East Coast Organics, LLC
MPN281356

August 8, 2018

To: Massachusetts Cannabis Control Commission
101 Federal Street, 13th Floor
Boston, MA 02110

From: East Coast Organics, LLC
238 Shrewsbury Street
Worcester, MA 01604

Re: MPN281356 – Additional Information Request

The following documents are to satisfy the request for additional information received from the Massachusetts Cannabis Control Commission on August 6, 2018.

Specifically, section:

Application of Intent Packet: 3. Need a copy of the newspaper ad that shows the name of the paper your company advertised in and date it was published.

We have provided the following documentation:

- Invoice from the vendor showing the East Coast Organics, LLC advertisement scheduled to appear in the May 11, 2018 issue of the *Spencer New Leader*
- Copy of the May 11, 2018 issue of the *Spencer New Leader*, pg. 9, showing the name of the publication and the date

Here is an electronic link to the full issue of the May 11, 2018 publication. The advertisement can be found on pg. 29 of the PDF copy.

http://linpub.blob.core.windows.net/pdf/2/aabe0fc3-4084-4f1d-9f63-ab4474d8c788.pdf

Thank you,

East Coast Organics, LLC



25 Elm Street
PO Box 90
Southbridge, MA 01550

508.909.4103/800.367.9898
FAX: 508.909.4053

ADVERTISING INVOICE AND STATEMENT

REMIT TO:

Stonebridge Press
PO Box 90
Southbridge, MA 01550

LYNCH ASSOCIATES
12 POST OFFICE SQ. 6TH FL
BOSTON, MA 02109

BILLING DATE	TOTAL AMOUNT DUE	PAYMENT DUE BY
5/25/2018	176.40	6/22/2018

BILLING PERIOD	FROM: 4/28/2018	TO: 5/25/2018

ACCOUNT NO		AMOUNT ENCLOSED
133737		

Visit us at www.TheHeartOfMassachusetts.com
www.ConnecticutsQuietCorner.com

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Date	Reference #	Description	Dimensions	Times	Billed Units	Rate	Amount
04/28/18		BALANCE FORWARD					0.00
05/11/18	1073159	EAST COAST ORGANICS	2x4.00	1	8.00	7.35	58.80
Publications:		SPENCER NEW LEADER					

Stonebridge Press: publishers of Auburn News, Blackstone Valley Tribune, Spencer New Leader, Southbridge Evening News, Webster Times, Winchendon Courier, Sturbridge Villager, Charlton Villager, Woodstock Villager, Thompson Villager, Putnam Villager and Killingly Villager

CUSTOMER SUMMARY FOR Account # 133737		31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	CURRENT CHARGES	176.40
Period Ending:	5/25/2018	0.00	0.00	0.00	Past Due Balances From Previous Month	0.00
Previous Balance:	0.00					
Current Charges:	176.40					
Payments/Credits:	0.00				PLEASE PAY THIS AMOUNT	176.40
BALANCE DUE:	**176.40**					

LEGALS

INVITATION TO BID

The North Brookfield Water Department, acting through its Board of Water Commissioners, will receive bids at the Water Treatment Plant, 14 Bell Road, North Brookfield, MA 01535, for the supply of **Backhoe Services, Emergency Repairs and Related Construction Equipment** on Friday, June 8, 2018 at 2:00 p.m. Bids submitted after this time will not be accepted. Bids will be opened at 6:00 p.m. Monday, June 11, 2018 at the Water Treatment Plant, 14 Bell Road and read aloud.

Copies of technical specifications and bid proposal for materials may be obtained at the North Brookfield Water Department 14 Bell Road, North Brookfield, MA 01535 or by emailing your request to: kvnbwd@gmail.com.

Technical specifications and proposal will be mailed to prospective bidders upon request and receipt of a certified check payable to North Brookfield Water Department in the amount of $10.00, which will be a non-refundable mailing fee.

The technical specifications and bid proposal may be examined at the North Brookfield Water Department 14 Bell Road, North Brookfield.

Bids must be submitted on the bid proposal form contained herein. The bid proposal shall be completely filled in, signed and enclosed in an envelope, sealed and plainly marked "BACKHOE SERVICES". No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The owner reserves the right to reject any or all bids, to accept any bid, to waive any informality on bids received, or to omit any item,. items deemed advisable for the best interest of the owner.

BOARD OF
WATER COMMISSIONERS
James Kularski, Chairman
May 4, 2018
May 11, 2018

REQUEST FOR PROPOSALS
Sugden Block
Town of Spencer, MA

In accordance with the provisions of General Laws, Chapter 30B, Section 16, the Board of Selectmen, acting on behalf of the Town of Spencer through the Building and Property Re-Use Committee, is seeking proposals from qualified development entities for the sale and redevelopment of the historic Sugden Building at 117 Main Street in downtown Spencer, Massachusetts.

Respondents are invited to submit one (1) original and five (5) copies in a sealed package or envelope labeled "Sugden Block Proposal" no later than **11:00 AM on June 6, 2018** at which time all proposals will be opened and read publicly at Spencer Town Hall. The Request for Proposals (RFP) and associated appendices will be made available on the Town's website as of May 2, 2018. All communications regarding this RFP must be made in writing to Paul Dell'Aquila, Town Planner, 157 Main Street, Spencer MA 01562. Emailed questions may be addressed to pdellaquila@spencerma.gov.

The Town reserves the right to reject, in its sole discretion, any proposal not submitted in accordance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason.

Thomas Gregory
Town Administrator
May 4, 2018
May 11, 2018

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Worcester Division
Worcester Probate and Family Court
225 Main Street
Worcester, MA 01608
Docket No. WO18P1363GD
CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF GUARDIAN FOR INCAPACITATED PERSON PURSUANT TO G.L. c. 190B, §5-304
In the matter of:
Alfred Jolly
Of: Spencer, MA
RESPONDENT
Alleged Incapacitated Person

To the named Respondent and all other interested persons, a petition has been filed by
Dept. of Developmental Services of Springfield, MA
in the above captioned matter alleging that **Alfred Jolly** is in need of a Guardian and requesting that
Donna Freitas of Uxbridge, MA
(or some other suitable person) be appointed as Guardian to serve **Without Surety** on the bond.

The petition asks the court to determine that the Respondent is incapacitated, that the appointment of a Guardian is necessary, and that the proposed Guardian is appropriate. The petition is on file with this court and may contain a request for certain specific authority. **You have the right to object to this proceeding.** If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M. on the return date of **05/29/2018.** This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

IMPORTANT NOTICE

The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.

WITNESS, Hon. Leilah A. Keamy, First Justice of this Court.
Date: April 27, 2018
Stephanie K. Fattman
Register of Probate
May 11, 2018

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Worcester Probate and Family Court
225 Main Street
Worcester, MA 01608
(508) 831-2200
Docket No. WO18P1324EA
CITATION ON PETITION FOR FORMAL ADJUDICATION
Estate of:
Charles A. Malvey
Date of Death: 11/13/2000

To all interested persons:
A Petition for **Formal Determination of Heirs** has been filed by **John K. Malvey of Brookfield MA** requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

IMPORTANT NOTICE

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: **10:00 a.m. on the return day of 05/22/2018.** This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

WITNESS, Hon. Leilah A. Keamy, First Justice of this Court.
Date: April 26, 2018
Stephanie K. Fattman,
Register of Probate
May 11, 2018

REQUEST FOR PROPOSALS
Lake Street School
Town of Spencer, MA

In accordance with the provisions of General Laws, Chapter 30B, Section 16, the Board of Selectmen, acting on behalf of the Town of Spencer through the Building and Property Re-Use Committee, is seeking proposals from qualified development entities for the sale and redevelopment of the Lake Street School at 17 Lake Street in Spencer, Massachusetts.

Respondents are invited to submit one (1) original and five (5) copies in a sealed package or envelope labeled "Lake Street School Proposal" no later than **11:00AM on June 13, 2018** at which time all proposals will be opened and read publicly at Spencer Town Hall. The Request for Proposals (RFP) and associated appendices will be made available on the Town's website as of May 9, 2018. All communications regarding this RFP must be made in writing to Paul Dell'Aquila, Town Planner, 157 Main Street, Spencer, MA 01562. Emailed questions may be addressed to pdellaquila@spencerma.gov.

The Town reserves the right to reject, in its sole discretion, any proposal not submitted in accordance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason.

Thomas Gregory
Town Administrator
May 11, 2018
May 18, 2018

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Worcester Division
Worcester Probate and Family Court
225 Main Street
Worcester, MA 01608
Docket No. WO18P1402GD
CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF GUARDIAN FOR INCAPACITATED PERSON PURSUANT TO G.L. c. 190B, §5-304
In the matter of:
Minaly Gonzalez Ramos
Of: Spencer, MA
RESPONDENT
Alleged Incapacitated Person

To the named Respondent and all other interested persons, a petition has been filed by
Dept. of Developmental Services of Springfield, MA
in the above captioned matter alleging that **Minaly Gonzalez Ramos** is in need of a Guardian and requesting that Catherine M Gallagher of Worcester, MA (or some other suitable person) be appointed as Guardian to serve **Without Surety** on the bond.

The petition asks the court to determine that the Respondent is incapacitated, that the appointment of a Guardian is necessary, and that the proposed Guardian is appropriate. The petition is on file with this court and may contain a request for certain specific authority. **You have the right to object to this proceeding.** If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M. on the return date of **06/05/2018.** This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

IMPORTANT NOTICE

The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.

WITNESS, Hon. Leilah A. Keamy, First Justice of this Court.
Date: May 01, 2018
Stephanie K. Fattman
Register of Probate
May 11, 2018

Town of Spencer
Conservation Commission
PUBLIC HEARING NOTICE

In accordance with the requirements of the Massachusetts Wetland Protection Act, MGL c. 131, s. 40 and the Spencer Wetlands By-Law:

James Donohue has filed a Request for Determination of Applicability with the Spencer Conservation Commission to construct a new retaining wall located at 71 Wilson Avenue, Spencer, MA.

Briane Hartley has filed a Request for Determination of Applicability with the Spencer Conservation Commission to construct a fence along both property lines located at 55 Lake Shore Drive, Spencer, MA.

Town of Spencer has filed a Notice of Intent with the Spencer Conservation Commission to install a 4.4 megawatt ground-mounted solar array located at 17 South Spencer Road, Spencer, MA.

Applications can be reviewed at the Office of Development and Inspectional Services, Town Hall. A public hearing regarding these filings will be held by the Spencer Conservation Commission in McCourt Social Hall at Town Hall, 157 Main Street, on Wednesday, May 23, 2018, at which time all persons having an interest may be present and participate. Conservation Commission meetings open at 7:00 p.m., public hearings begin at 7:15 p.m.

Mary McLaughlin
Mary McLaughlin, Chairwoman
May 11, 2018

Commonwealth of Massachusetts
Worcester, SS. SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CIVIL ACTION
No. 18-655A

To Maria D. Mathieson f/k/a Maria D. Godin, of Spencer, County of Worcester in said Commonwealth;
AND TO ALL PERSONS ENTITLED TO THE BENEFIT OF THE SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AS AMENDED:

Cornerstone Bank (successor by merger to Southbridge Savings Bank), a banking association duly established and existing under the laws of the Commonwealth of Massachusetts, with a usual place of business in Spencer, Worcester County, Massachusetts; claiming to be the holder of a mortgage covering property situated on Smithville Road, being numbered 115 on said street, in Spencer, Massachusetts; given by Maria D. Mathieson to Southbridge Savings Bank, dated December 31, 2015 and recorded in the Worcester District Registry of Deeds, Book 54821, Page 69, has filed with said court a Complaint for authority to foreclose said mortgage in the manner following: by entry on and possession of the premises therein described and by exercise of the power of sale contained in said mortgage.

If you are entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940 as amended, and you object to such foreclosure you or your attorney should file a written appearance and answer in said court at Worcester in said County on or before the twelfth day of June, next or you may be forever barred from claiming that such foreclosure is invalid under said Act.

Witness, Judith Fabricant, Esquire, Administrative Justice of said Court, this first day of May 2018.

Dennis P. McManus, Clerk
May 11, 2018

NOTICE OF AN INITIAL SITE INVESTIGATION AND TIER II CLASSIFICATION
FORMER SHOTGUN RANGE
92 MCCORMICK RD
SPENCER, MA
RTN 2-20187

Pursuant to the Massachusetts Contingency Plan (310 CMR 40.0480), an Initial Site Investigation has been performed at the above referenced location. A release of oil and/or hazardous materials has occurred at this location which is a disposal site (defined by M.G.L. c. 21E, Section 2). This site has been classified as Tier II, pursuant to 310 CMR 40.0500. Response actions at this site will be conducted by the Massachusetts Department of Conservation and Recreation, who has employed Mr. Brian Miller, LSP to manage response actions in accordance with the Massachusetts Contingency Plan (310 CMR 40.0000).

M.G.L. c. 21E and the Massachusetts Contingency Plan provide additional opportunities for public notice of and involvement in decisions regarding response actions at disposal sites: 1) The Chief Municipal Officer and Board of Health of the community in which the site is located will be notified of major milestones and events, pursuant to 310 CMR 40.1403; and 2) Upon receipt of a petition from ten or more residents of the municipality in which the disposal site is located, or of a municipality potentially affected by a disposal site, a plan for involving the public in decisions regarding response actions at the site will be prepared and implemented, pursuant to 310 CMR 40.1405.

To obtain more information on this disposal site and the opportunities for public involvement during its remediation, please contact the Department of Environmental Protection, Bureau of Waste Site Cleanup, 8 New Bond Street, Worcester, MA 01606 at (508) 792-7650.

May 11, 2018

NOTICE OF COMMUNITY MEETING

Please join CannAssist for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Cultivation and Product Manufacturing Facility is anticipated to be located at 88 Huntoon Memorial Highway in Leicester.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility.

There will be an opportunity for the public to ask questions.

WHO: CANNASIST
WHAT: COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED MARIJUANA CULTIVATION AND PRODUCT MANUFACTURING FACILITY IN LEICESTER.
WHEN: MAY 18, 2018 @ 10AM
WHERE: 88 HUNTOON MEMORIAL HIGHWAY, LEICESTER, MA 01524
May 11, 2018

NOTICE OF COMMUNITY MEETING

Please join East Coast Organics for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Cultivation and Product Manufacturing Facility is anticipated to be located at 88 Huntoon Memorial Highway in Leicester.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility.

There will be an opportunity for the public to ask questions.

WHO: EAST COAST ORGANICS
WHAT: COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED MARIJUANA CULTIVATION AND PRODUCT MANUFACTURING FACILITY IN LEICESTER.
WHEN: MAY 18, 2018 @ 11AM
WHERE: 88 HUNTOON MEMORIAL HIGHWAY, LEICESTER, MA 01524
May 11, 2018

From: Genereux, David
To: liam@eco-farm.com
Subject: RE: ECOFARM Leicester LLC_CCC Renewal
Date: Wednesday, September 9, 2020 4:22:18 PM

Hi Liam,

Thank you for your email. The Town has not yet seen this this new inclusion from the CCC, and will be reviewing it with Town Counsel.

Regards,

David A. Genereux

David A. Genereux
Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524
Telephone: (508) 892-7000
Fax: (508) 892-7070
Email: genereuxd@leicesterma.org

"Please remember that the Secretary of State has determined that email is a public record"

From: liam@eco-farm.com <liam@eco-farm.com>
Sent: Wednesday, September 9, 2020 4:03 PM
To: Genereux, David <genereuxd@leicesterma.org>
Subject: ECOFARM Leicester LLC_CCC Renewal

David—as part of renewing our licenses with the Cannabis Control Commission, we are required to submit a section called *Municipal Cost Documentation*. The section reads as follows:

Please upload documentation demonstrating that the licensee requested from the host community records of any cost to the city or town reasonably related to the operation of the establishment.

The host community costs can include actual and anticipated costs associated with the operation of the establishment. Additionally, please include the host community's response, or if no response was provided, a letter from the licensee attesting that they did not receive a response.

Licensees are strongly encouraged to review the Commission's Guidance on Licensure for information on how to comply with this requirement.

I am including the latest guidance document from the CCC website on Host Community Agreements, for reference.

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

Best, Liam

East Coast Organics, LLC
Packet 1 – Application of Intent

Plan to Positively Impact Areas of Disproportionate Impact

The management team of East Coast Organics, LLC ("East Coast Organics") is rooted in the Worcester County area, with Jane Eden and Richard Rafferty operating their legal practice on Shrewsbury Street in Worcester, MA. The Cannabis Control Commission has identified parts of Worcester, MA as one of the Commonwealth's 29 communities of disproportionate impact, and East Coast Organics plans to support local programs above and beyond the financial commitments outlined in its host agreement with the Town of Leicester, MA.

Richard Rafferty is currently the Chairman of the Board for CENTRO, Inc. (fka Centro Las Americas), the largest minority led, community based, multiservice, multicultural, multilingual, non-profit organization in Central Massachusetts. It is located at 11 Sycamore Street in Worcester, between the Green Island and Main South neighborhoods. According to the United States Census Bureau's Fact Finder webpage, this address is located on Census Tract 7317, Worcester County, Massachusetts (6 Digit Tract – 731700). CENTRO, Inc.'s primary purpose is to assist individuals and families striving to reach self-sufficiency while promoting social responsibility, fostering cultural identity, and encouraging families to be significant contributors to the community as a whole. East Coast Organics, through its management team's relationship with CENTRO, Inc., plans to work with the foundation to help it continue to provide social services to the community, including family support services, adult family care, culturally specific elderly care, behavioral health services, children & family services, intensive foster care, and support for the Institute of Latino Arts & Culture (ILAC).

In addition, East Coast Organics plans to maintain an open dialogue with the City of Worcester in order to explore opportunities to provide resources to the various communities within Worcester identified by the Commission as being a community of disproportionate impact. This could include, but is not limited to, working with the Health & Human Services department on its community health improvement plan or the Public Schools department.

Finally, East Coast Organics plans to explore opportunities to work with the City of Worcester Workforce Development department and Workforce Central Career Centers in Worcester to help pre-screen, test, assess, plan job fairs and recruitment campaigns, and promote job opportunities to local residents in Worcester's areas of disproportionate impact. The Workforce Central One-stop Career Center in Worcester serves job seekers by providing job search assistance, career counseling, and access to job postings.

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001294101

1. The exact name of the limited liability company is: EAST COAST ORGANICS, LLC

2a. Location of its principal office:
No. and Street: 238 SHREWSBURY STREET
City or Town: WORCESTER State: MA Zip: 01604 Country: USA

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

No. and Street: 238 SHREWSBURY STREET
City or Town: WORCESTER State: MA Zip: 01604 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
CULTIVATION AND SALE OF AGRICULTURAL PRODUCTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: JANE EDEN
No. and Street: 238 SHREWSBURY STREET
City or Town: WORCESTER State: MA Zip: 01604 Country: USA

I, JANE EDEN resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JANE EDEN	238 SHREWSBURY STREET WORCESTER, MA 01604

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	DAVID J. OFFICER	PO BOX 423 SOUTHBOROUGH, MA 01772

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

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JANE EDEN	238 SHREWSBURY STREET WORCESTER, MA 01604

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of October, 2017,
DAVID J. OFFICER

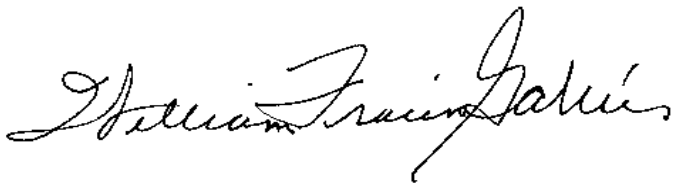
(The certificate must be signed by the person forming the LLC.)

© 2001 - 2017 Commonwealth of Massachusetts
All Rights Reserved

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:

October 09, 2017 09:51 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $100.00

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

Certificate of Amendment
(General Laws, Chapter)

Identification Number: 001294101

The date of filing of the original certificate of organization: 10/9/2017

1.a. Exact name of the limited liability company: EAST COAST ORGANICS, LLC

1.b. The exact name of the limited liability company *as amended*, is: EAST COAST ORGANICS, LLC

2a. Location of its principal office:
No. and Street: 238 SHREWSBURY STREET
City or Town: WORCESTER State: MA Zip: 01604 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: JANE EDEN
No. and Street: 238 SHREWSBURY STREET
City or Town: WORCESTER State: MA Zip: 01604 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JANE EDEN	238 SHREWSBURY STREET WORCESTER, MA 01604
MANAGER	RICHARD RAFFERTY	238 SHREWSBURY STREET WORCESTER, MA 01604 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	DAVID J. OFFICER	PO BOX 423 SOUTHBOROUGH, MA 01772

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record

any recordable instrument purporting to affect an interest in real property:

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JANE EDEN	238 SHREWSBURY STREET WORCESTER, MA 01604
REAL PROPERTY	RICHARD RAFFERTY	238 SHREWSBURY STREET WORCESTER, MA 01604 USA

9. Additional matters:

10. State the amendments to the certificate:
6. ADD RICHARD RAFFERTY AS A MANAGER 8. ADD RICHARD RAFFERTY AS A PERSON AUT HORIZED TO EXECUTE, ACKNOWLEDGE, DELIVER AND RECORD ANY RECORDABLE INSTR UMENT PURPORTING TO AFFECT AN INTEREST IN REAL PROPERTY.

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

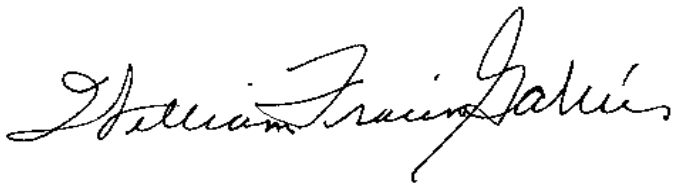
SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of May, 2018,
RICHARD RAFFERTY **, Signature of Authorized Signatory.**

© 2001 - 2018 Commonwealth of Massachusetts
All Rights Reserved

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:

May 21, 2018 02:47 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

May 23, 2018

TO WHOM IT MAY CONCERN:

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

EAST COAST ORGANICS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 9, 2017.**

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 or withdrawal; 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: **JANE EDEN, RICHARD RAFFERTY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JANE EDEN, RICHARD RAFFERTY, DAVID J. OFFICER**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JANE EDEN, RICHARD RAFFERTY**

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:nem

Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0221521024
Notice Date: May 23, 2018
Case ID: 0-000-646-017

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

RICHARD RAFFERTY
EAST COAST ORGANICS, LLC
238 SHREWSBURY ST
WORCESTER MA 01604-4611

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Limited Liability Company Operating Agreement for

EAST COAST ORGANICS, LLC

a Manager-managed Limited Liability Company

---

1. Company Formation

a. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for EAST COAST ORGANICS, LLC, a Manager-managed Massachusetts limited liability company (the "Company") formed under and pursuant to the laws of the Commonwealth and wholly owned by ECO INVESTORS, LLC, a Member-managed Massachusetts limited liability company.

b. Operating Agreement Controls. To the extent that the rights or obligations of the Members, Managers or the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.

c. Primary Business Address. The location and primary place of business of the Company is:

238 Shrewsbury Street
Worcester, MA 01604

or such other location as shall be selected from time to time by the Managers.

d. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is:

Jane Eden
238 Shrewsbury Street
Worcester, MA 01604

The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.

e. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venture of or with any other Member, for any purposes other than federal and state tax purposes.

2. Purposes and Powers

a. Purpose. The Company is created for the following business purpose: to engage in any lawful activity for which a Limited Liability Company may be organized in Massachusetts.

b. Powers. The Company shall have all of the powers of a limited liability company under Massachusetts law.

c. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the Commonwealth of Massachusetts. The Company will operate as set forth in this Agreement until:

1. A majority of the Managers vote to dissolve the Company

2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Massachusetts Law

3. It becomes unlawful for either the Managers, Members or the Company to continue in business

4. A judicial decree is entered that dissolves the Company; or

5. Any other event results in the dissolution of the Company under federal or Massachusetts law

3. Members

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

Member	Interest
ECO INVESTORS, LLC	100.0%

b. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described above.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

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

d. Withdrawal or Death of a Member. Should a Member die or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for proportionately by the remaining Members, according to their existing Membership Interest and distributed proportionately among the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 60 days to decide if they want to buy the Membership Interest together and disperse it proportionately. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually within sixty (60) days of notice that all Members do not wish to purchase the Membership Interest. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split proportionately among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section 3 (e) below. If a Member is a corporation, trust, partnership, limited liability company, or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

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

e. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section 3 (d) above.

1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

4. Management

a. The Company is managed by Managers. The name of each Manager is below.

Manager	Voting share
Richard Rafferty	50.0%
Jane Eden	50.0%

b. Voting.

1. Voting power. The Company's Managers shall each have voting power as outlined above.

2. Proxies. At all meetings of Members, a Manager may vote in person or by proxy executed in writing by the Manager or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

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

1. Maintain its own books, records, accounts, financial statements, stationary, invoices, checks, and other limited liability company documents and bank accounts separate from any other person

2. At all times hold itself our as being a legal entity separate from the Managers and any other person and conduct its business in its own name

3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law

4. Not commingle its assets with assets of the Managers or any other person, and separately identify, maintain, and segregate all Company assets

5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses

6. Maintain an arm's length relationship with the Managers, and, with respect to all business transactions entered into by the Company with the Managers, require that the terms and conditions of

such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Manager

7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations

8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others

9. Allocate fairly and reasonably any overhead for shared office space

10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person

11. Correct any known misunderstanding regarding its separate identity

12. Maintain adequate capital in light of its contemplated business purposes

13. Cause its Managers to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Massachusetts limited liability company formalities

14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents

15. Not require any obligations or securities of the Managers, and

16. Observe all other limited liability formalities

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

d. Fiduciary Duties of the Managers.

1. Loyalty and Care. Except to the extent otherwise provided herein, each Manager shall have a fiduciary duty of loyalty and care similar to that of Managers of limited liability companies organized under Massachusetts law.

2. Competition with the Company. The Managers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Managers excluding the interested Manager, consents thereto. The Managers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Managers excluding the interested Manager, consents thereto. In the event that a Manager is the sole Manager of the Company, no vote shall be required.

3. Duties Only to the Company. The Manager's fiduciary duties of loyalty and care are to the Company and not to the other Managers. The Managers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers. A Manager who so performs their duties shall not have any liability by reason of being or having been a Manager.

4. Reliance on Reports. In discharging the Manager's duties, a Manager is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

   I. One or more Managers, Officers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented

ii. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence

iii. A committee of Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence

e. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Manager hereby irrevocably waives any right or power that such Manager might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Manager shall have any interest in any specific assets of the Company.

f. Compensation of Managers. The Managers shall have the authority to fix the compensation of individual Managers. All Managers may be paid their expenses, if any, of attendance at meetings of the Managers, which may be a fixed sum for attendance at each meeting of the Managers or a stated salary as a Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

g. Managers as Agents. All Managers are agents of the Company for the purpose of its business. An act of any Manager, including the signing of an instrument in the Company's name, binds the Company where the Manager executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Manager had no authority to act for the Company in the particular matter and the person with whom the Manager was dealing with knew or had notice that the Manager lacked authority. An act of a Manager binds the Company, however, even where the Manager executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Managers.

5. **Accounting and Distributions**

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

b. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Managers.

c. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or person designated to act on behalf of the Treasurer by the Members, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company. Distributions may be issued at any other time throughout the year with a majority vote of the Members.

6. **Tax Treatment Election**

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Managers may elect for the Company to be treated as a C-corporation or an S-corporation at any time.

7. **Officers**

a. Appointment and Titles of Officers. The initial Officers shall be appointed by the Managers and shall consist of at least a President, a Secretary, and a Treasurer. Any additional or substitute Officers shall be chosen by the Managers. The Managers may also choose one or more Vice-President, Assistant

Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by Massachusetts law. The Managers may appoint such other Officers and agents as they shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Managers. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Managers may be removed at any time, with or without cause, by the affirmative vote of a majority of the Managers. Any vacancy occurring in any office of the Company shall be filled by the Managers. Unless the Managers decide otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Massachusetts law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *President.* The President shall be the chief executive officer of the Company, shall preside at all meetings of the Members, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Members are carried into effect. The President shall execute all contracts on behalf of the Company, except:

   I. Where required or permitted by law or this Agreement to be otherwise signed and executed

   ii. Where signing and execution thereof shall be expressly delegated by the Members to some other Officer or agent of the Company

2. *Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Members and record all the proceedings of the meetings of the Company and of the Members in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, as required in this Agreement or by Massachusetts law, and shall perform such other duties as may be prescribed by the Managers or the President, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Secretary shall perform such other duties and have such other powers as the Managers may from time to time prescribe.

3. *Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Managers. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Members and shall render to the President and to the Members, at their regular meetings or when the Members so require, an account of all the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Managers forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Massachusetts law and shall perform such other duties and have such other powers as the Managers may from time to time prescribe.

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

c. Fiduciary Duties of the Officers.

1. Loyalty and Care. Except to the extent otherwise provided herein, each Officer shall have a fiduciary duty of loyalty and care similar to that of officers of limited liability companies organized under the Massachusetts law.

2. Competition with the Company. The Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Managers excluding the interested Manager, consents thereto. The Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Managers excluding the interested Manager, consents thereto. In the event that the interested Officer is the sole Manager of the Company, no vote shall be required.

3. Duties Only to the Company. The Officers' fiduciary duties of loyalty and care are to the Company and not to the Managers or other Officers. The Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers, but shall owe no such duties to Officers unless the Officer is a Manager. An Officer who so performs their duties shall not have any liability by reason of being or having been a Officer.

4. Reliance on Reports. In discharging the Officers' duties, an Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

   I. One or more Managers, Officers, or employees of the Company whom the Officer reasonably believes to be reliable and competent in the matters presented

   ii. Legal counsel, public accountants, or other persons as to matters the Officer reasonably believes are within the persons' professional or expert competence

   iii. A committee of Managers of which the affected Officer is not a participant, if the Officer reasonably believes the committee merits confidence

8. **Dissolution**

a. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section 2.c above.

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

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

b. Winding Up. Upon the occurrence of any event specified in Section 2.c, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Managers, selected by the remaining Managers, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

c. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Managers or, if any Manager

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

d. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the Commonwealth of Massachusetts shall have been canceled in the manner required by Massachusetts law.

e. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Managers with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

f. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

g. Notice to Massachusetts Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

9. **Exculpation and Indemnification**

a. No Member, Manager, Officer, employee or agent of the Company and no employee, agent, or affiliate of a Member (collectively, thee "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage, or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage, or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

b. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage, or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonable believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage, or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

c. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

d. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under

this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

e. The foregoing provisions of this Section 8 shall survive any termination of this Agreement.

10. **Insurance**

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Section 8 or under applicable law.

11. **Settling Disputes**

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

12. **General Provisions**

a. Notices. All notices, offers, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

b. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays, and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday, or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, or such holiday.

c. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute on and the same instrument.

d. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

e. Headings. The Section and Sub-section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

f. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of Massachusetts (without regard to conflicts of law principles thereof).

g. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.

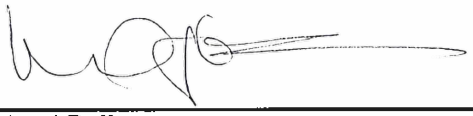
h. Amendment. This Agreement may be amended only by written consent of all the Managers. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restate Certificate to be prepared, executed, and filed in accordance with Massachusetts law.

i. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHERE OF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of _____.

Signature:  Date: _____

Jane Eden

Signature:  Date: _____

Richard Rafferty

East Coast Organics, LLC
MPN281356

August 8, 2018

To: Massachusetts Cannabis Control Commission
101 Federal Street, 13th Floor
Boston, MA 02110

From: East Coast Organics, LLC
238 Shrewsbury Street
Worcester, MA 01604

Re: MPN281356 – Additional Information Request

The following documents are to satisfy the request for additional information received from the Massachusetts Cannabis Control Commission on August 6, 2018.

Specifically, section:

Management and Operations Profile Packet: 1. The following individual, David J. Officer is listed on the Articles of Organization however he is not listed on the Application of Intent or the Background Check packets.

If he is no longer associated with the company, please submit documentation explaining. If he is still associated with the company, he must be listed on the Application of Intent and Background Check packets and submit background check authorization forms.

David J. Officer was originally listed on the Articles of Organization filed October 9, 2017, and the amended copy filed May 21, 2018, as an individual who can submit filings to the Massachusetts Secretary of State (typically one page annual reports) in accordance with Massachusetts General Laws Ch. 156C, Section 12(a)(6). Such an agent has only the authority to submit filings as a result of the decisions made by management or the membership. It has no independent decision-making authority over what is filed, and no "direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment" as described in Section 935 CMR 101(1)(a).

We have filed an amendment effective August 7, 2018, removing David J. Officer from this role, and have attached the following documentation:

- Amended Articles of Organization effective August 7, 2018

Thank you,

East Coast Organics, LLC

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $100.00

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

Certificate of Amendment
(General Laws, Chapter)

Identification Number: 001294101

The date of filing of the original certificate of organization: 10/9/2017

1.a. Exact name of the limited liability company: EAST COAST ORGANICS, LLC

1.b. The exact name of the limited liability company *as amended*, is: EAST COAST ORGANICS, LLC

2a. Location of its principal office:
No. and Street: 238 SHREWSBURY STREET
City or Town: WORCESTER State: MA Zip: 01604 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: JANE EDEN
No. and Street: 238 SHREWSBURY STREET
City or Town: WORCESTER State: MA Zip: 01604 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JANE EDEN	238 SHREWSBURY STREET WORCESTER, MA 01604
MANAGER	RICHARD RAFFERTY	238 SHREWSBURY STREET WORCESTER, MA 01604 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	RICHARD RAFFERTY	238 SHREWSBURY STREET WORCESTER, MA 01604 USA
REAL PROPERTY	JANE EDEN	238 SHREWSBURY STREET WORCESTER, MA 01604

9. Additional matters:

10. State the amendments to the certificate:
7. REMOVE DAVID J. OFFICER AS AUTHORIZED TO EXECUTE DOCUMENTS TO BE FILED WIT H THE CORPORATIONS DIVISION.

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

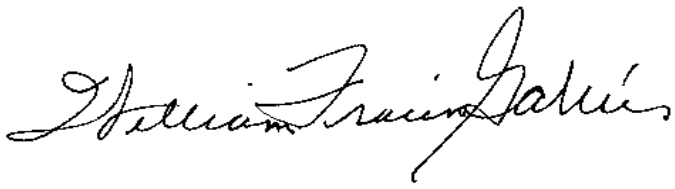
SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of August, 2018,
RICHARD RAFFERTY **, Signature of Authorized Signatory.**

© 2001 - 2018 Commonwealth of Massachusetts
All Rights Reserved

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:

August 07, 2018 05:36 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MA SOC Filing Number: 201928031930 Date: 9/24/2019 3:35:00 PM

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $100.00

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

Certificate of Amendment
(General Laws, Chapter)

Identification Number: 001294101

The date of filing of the original certificate of organization: 10/9/2017

1.a. Exact name of the limited liability company: EAST COAST ORGANICS, LLC

1.b. The exact name of the limited liability company *as amended*, is: ECOFARM LEICESTER LLC

2a. Location of its principal office:
No. and Street: 238 SHREWSBURY STREET
City or Town: WORCESTER State: MA Zip: 01604 Country: USA

3. *As amended*, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
THE LLC IS ORGANIZED TO APPLY FOR A LICENSE WITH THE CCC

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: JANE EDEN
No. and Street: 238 SHREWSBURY STREET
City or Town: WORCESTER State: MA Zip: 01604 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JANE EDEN	238 SHREWSBURY STREET WORCESTER, MA 01604
MANAGER	RICHARD RAFFERTY	238 SHREWSBURY STREET WORCESTER, MA 01604 USA
MANAGER	LIAM RAFFERTY	238 SHREWSBURY STREET WORCESTER, MA 01604 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	RICHARD RAFFERTY	238 SHREWSBURY STREET WORCESTER, MA 01604 USA
REAL PROPERTY	JANE EDEN	238 SHREWSBURY STREET WORCESTER, MA 01604
REAL PROPERTY	LIAM RAFFERTY	238 SHREWSBURY STREET WORCESTER, MA 01604 USA

9. Additional matters:

10. State the amendments to the certificate:
AMENDED SECTION 1.B. AND 3.

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

SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of September, 2019,
LIAM RAFFERTY **, Signature of Authorized Signatory.**

© 2001 - 2019 Commonwealth of Massachusetts
All Rights Reserved

DOCUMENT A

ECOFARM LLC
238 SHREWSBURY STREET
WORCESTER, MA 01604

DATE: SEPTEMBER 24, 2019

TO: SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION
McCORMACK BUILDING
ONE ASHBURTON PLACE, 17TH FLOOR
BOSTON, MA 02108

FAX: (617) 742-4538

RE: Consent to Use of Name

Ladies and Gentlemen:

The undersigned, a Massachusetts Limited Liability Company, hereby gives permission and consent for EAST COAST ORGANICS LLC to use the name "ECOFARM LEICESTER LLC" for all business purpose within and without the Commonwealth of Massachusetts.

Your,

ECOFARM LLC

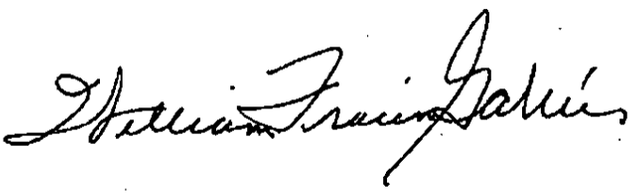
By: _____
Liam Rafferty
Managing Member

MA SOC Filing Number: 201928031930 Date: 9/24/2019 3:35:00 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:

September 24, 2019 03:35 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Second Amendment to the Limited Liability Company Operating Agreement for

ECOFARM LEICESTER, LLC
(Formerly EAST COAST ORGANICS LLC)

a Manager-managed Limited Liability Company

We, the managers of ECOFARM LEICESTER, LLC hereby resolve and confirm on September 23, 2019 the following:

1. To change the name of the company from EAST COAST ORGANICS, LLC to ECOFARM LEICESTER, LLC.

2. All other sections of the attached current limited liability operating agreement of ECOFARM LEICESTER, LLC (formerly EAST COAST ORGANICS, LLC) remains in full force and effect.

The undersigned have duly executed this Second Amendment to the Limited Liability Operating Agreement on the date first written above:

Richard Rafferty — September 23, 2019 Date

Jane Eden — September 23, 2019 Date

Liam Rafferty — September 23, 2019 Date

Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0323895168
Notice Date: October 11, 2019
Case ID: 0-000-846-317

DOCUMENT C

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000008

RICHARD RAFFERTY
ECOFARM LEICESTER, LLC
238 SHREWSBURY ST
WORCESTER MA 01604-4611

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

East Coast Organics, LLC
Packet 3 – Management and Operations Profile

Business plan

Plan for Obtaining Liability Insurance

East Coast Organics, LLC ("East Coast Organics") will obtain and maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, with a deductible for each policy no higher than $5,000 per occurrence, except in the instance the company is unable to obtain minimum liability insurance coverage or in the instance it is otherwise approved by the Commission.

East Coast Organics will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance policies that meet or exceed the requirements set forth in 935 CMR 500.105 (10).

If East Coast Organics is unable to obtain minimum liability insurance, the company will place in escrow a sum of no less than $250,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. If East Coast Organics covers liabilities from said escrow account, the account will be replenished within ten business days of any expenditure.

In either situation, East Coast Organics will document compliance with 935 CMR 500.105 (10).

CONFIDENTIALITY STATEMENT

The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior consent of the members of East Coast Organics, LLC. A recipient may not solicit, directly or indirectly (whether through an agent or otherwise) the participation of another institution or person without the prior approval of the directors of the Company.

Contents

Overview **4**

Company **5**

Business objectives 5

Corporate objectives 5

Operational objectives 5

Marketing objectives 5

Facility development / 12-month timeline 6

Legal structure and ownership 7

Management team profiles 7

Advisors 9

Market analysis **10**

Market segmentation 10

Target market segment strategy 11

Product mix 11

Competitive environment 12

Facility **13**

Location 13

Lease summary 18

Facility ownership / leasing structure 19

Prospective contractors / sub-contractors 20

Building renderings / floor plans 22

Floor plan: floor 1 as built 22

Floor plan: floor 1 conceptual design 23

Floor plan: floor 2 as built 24

Floor plan: floor 2 conceptual design 25

Enterprise resource planning framework **26**

Business development **27**

Personnel plan 27

Organizational chart 27

Staffing plan 28

Brand identity: East Coast Organics 29

Financials **30**

Cash Flow projections 30

Production model 31

Pricing forecast 32

Revenue model 33

Overview

East Coast Organics, LLC intends to raise an estimated $30,000,000.00 through its parent company, ECO Investors, LLC, immediately following license approval from the Cannabis Control Commission.

Pursuant to 935 CMR 500.104 (1) (b), East Coast Organics will submit a request to the Commission prior to any change in ownership or indirect ownership, where an owner acquires or increases its ownership to 10% or more of the equity. If the capital raise also results in a change in control, then East Coast Organics will submit a request for approval of the change.

INVESTMENT ENTITY	ECO Investors, LLC (Parent company to East Coast Organics, LLC)
SHARE CLASSES	Convertible Note
AMOUNT	$30,000,000.00
PURPOSE	> To finance the development of the East Coast Organics, LLC cultivation and product manufacturing facility located in Leicester, MA > To provide working capital to East Coast Organics, LLC for initial operations > To finance the development of potential retail locations
TARGET CLOSE DATE	December 31, 2020

Company

East Coast Organics, LLC is a Provisional License holder for commercial cultivation and product manufacturing licenses in the recreational (adult use) marijuana industry in the Commonwealth of Massachusetts. The company is a domestic limited liability company registered with the Secretary of State of the Commonwealth of Massachusetts, and will operate as a manager-managed LLC.

The proposed address for the company is;

88 Huntoon Memorial Highway

Leicester, MA 01542

Business objectives

Corporate objectives

- Remain compliant with State and Federal regulations
- Reduce costs of production and operational deficiencies to increase cash flows and ROI to stakeholders
- Increase margins with each growing cycle to withstand the expected downward pressure on prices in years 2-5
- Consistently produce quality products, driving brand awareness and capturing early market share

Operational objectives

- Simplify production processes and reinvest in automation to reduce the company's footprint
- Integrate all production and support processes using cross-functional business software and IT systems
- Audit growing cycles to identify and remediate any redundancies in the cultivation and manufacturing processes
- Design a repeatable model that can be implemented in future expansion projects within Massachusetts

Marketing objectives

- Identify and retain shelf space in the highest volume retailers throughout the state
- Design, create, and execute digital marketing campaigns to encourage consumer engagement with each branded product in the company's portfolio
- Act on retail and digital marketing data to adapt to consumer trends in the marketplace
- Establish the "eco" brand name for flower and extracts/concentrated products

Legal structure and ownership

Certificate of Organization filed with the Secretary of State on October 9, 2017

Identification number: 001294101

Business address

East Coast Organics, LLC

238 Shrewsbury Street

Worcester, MA 01604

Ownership

ECO Investors, LLC	100%

Managers

Jane Guthro (Eden)	Manager
Richard Rafferty	Manager

Management team profiles

Jane Guthro (Eden)
Co-founder, Co-Managing Member

Jane will oversee the management of East Coast Organics, primarily receiving reports from the COO / CFO in order to make business decisions for the long-term growth of the company.

Jane kept her maiden name, Eden, professionally, although her legal name is Guthro.

As an attorney, Jane Eden has over 33 years' experience in the representation and advocacy of disabled individuals in the fields of Workers' Compensation and Social Security/Disability. She is a 1978 graduate of the College of the Holy Cross in Worcester, MA and a 1983 Cum Laude graduate of Suffolk University Law School in Boston, MA.

She is a past member of the Board of Governors of the Massachusetts Academy of Trial Attorneys and is a current member of that organization as well as the Massachusetts Bar Association. Attorney Eden is a frequent speaker at seminars dealing with Workers' Compensation and Social Security law.

Richard Rafferty
Co-founder, Co-Managing Member

Richard will oversee the management of East Coast Organics through reporting from the COO / CFO, and will also spearhead the majority of new business development for the company.

As an attorney, Richard Rafferty has over 29 years' experience fighting for the rights and freedoms of people living throughout Massachusetts. He is a 1983 graduate of Worcester State College, a 1988 graduate of New England School of Law, and continues to find opportunities to develop his craft and better serve his clients.

As a true influencer and leader in his industry, Mr. Rafferty remains heavily active in key associations and organizations throughout Massachusetts, including:

- Chairman of the Board for CENTRO, Inc.
- President of the Worcester County Bar Association
- Member of the Massachusetts County Bar Association
- Member of the Worcester County Bar Association
- Member of the Massachusetts Academy of Trial Attorneys
- American Association of Premier DUI Attorneys

Michael Sampson
Director of Security

Massachusetts State Police (1991-2017)

While with the Massachusetts State Police for 26 years, Michael held the following roles;

- Gaming Enforcement Unit supervisor
- Organized Crime Unit Commander
- Narcotics Unit Commander, Worcester County
- Homicide and Major Crimes Supervisor, Worcester County District Attorney
- MSP Academy Platoon Leader / Drill Instructor
- MSP Detective
- Trooper

Michael will act as Director of Security for East Coast Organics, overseeing all security functions / personnel.

He will be responsible for the supervision of all contracted Security personnel, budgeting, surveillance, and risk.

Advisors

Scott Fenton
Seyfarth Shaw LLP

Legal Counsel

Scott is counsel in the Real Estate Department of Seyfarth Shaw LLP's Boston office where he represents clients in all aspects of commercial real estate including leasing, permitting and development matters. He has experience representing clients including colleges and universities in a wide variety of complex matters with respect to commercial real estate, permitting and zoning matters, environmental and contract negotiations. He served as counsel on legal matters related to the development and operation of retail convenience stores and gas stations throughout the Northeast. Mr. Fenton represented developers in the permitting and development of large scale solar projects, including the negotiation of tax agreements, asset purchase agreements and power purchase agreements.

East Coast Organics has contracted Scott to assist in the acquisition of the facility, ongoing support surrounding sub-leasing to other tenants, and other general business matters.

David Officer
David J. Officer, P.C.

Legal Counsel

David Officer has been licensed for 28 years and handles cases in Employment & Labor, Litigation.

East Coast Organics has contracted David to act as counsel in all matters concerning employment and labor law, as well as the company formation, structuring, and operating agreements.

Robert Blute
Sullivan, Garrity & Donnelly Insurance

Insurance

Robert Blute is a producer / agent for Sullivan, Garrity & Donnelly, Marshall & Diggins and Shea and Poor Insurance agencies -- within the network of the Acrisure Agency Partners.

Robert will broker policies with various insurance companies

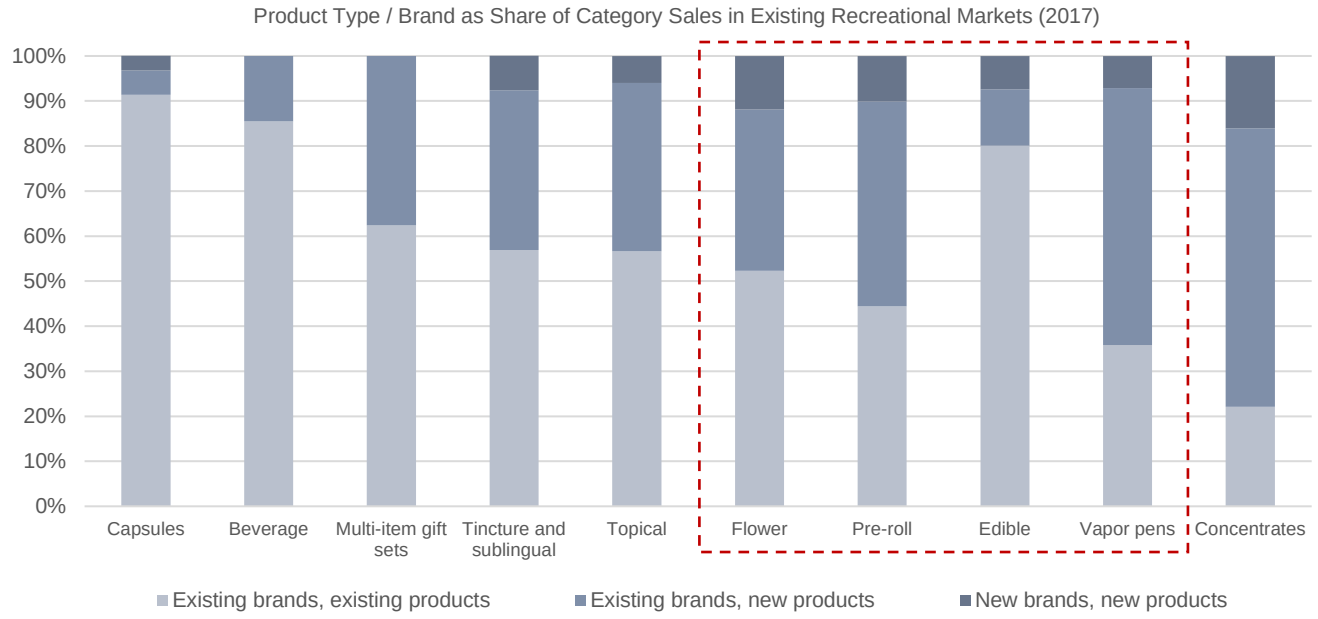
- Product and General liability
- Property
- Workers' compensation
- Commercial auto
- Business interruption
- Employee health care

The types of insurances and policies will be tailored toward business activity and license.

Market analysis

Market segmentation

Brand loyalty has been developing in the existing medicinal and recreational marijuana markets, suggesting that the market will continue to mature quickly following recreational sales. Barriers to entry will continue to be the various regulatory and financial factors driving risk, but execution of brand strategy to capture market share will also pose a risk to late entrants.



East Coast Organics will focus its efforts on producing high quality, branded products for flower, pre-rolled flower, edibles, and vapor pen cartridges. The brand loyalty seen in edibles will present some difficulties if we are unsuccessful early on, however the vapor pens and vapor pen cartridges present the largest opportunity beside concentrates. Flower and pre-roll will make up the majority of sales through the wholesale channel to individual retailers, who will sell to consumers. These products will be processed and packaged in-house.

East Coast Organics will produce concentrated extracts in the form of oil which can be used in existing vaporizers on the market. Licensing agreements with vaporizer manufacturers to put our branded oils in existing cartridges, similar to what has already been accomplished in Colorado, California, and Oregon, will allow us to capture market share and brand awareness with minimal risks typically involved with producing our own cartridge or pen.

Target market segment strategy

Eaze, a California marijuana distribution and delivery service, surveyed 10,000+ consumers in a 32-question survey in 2017, and found that the modern marijuana user is an educated millennial that is employed full-time with disposable income.

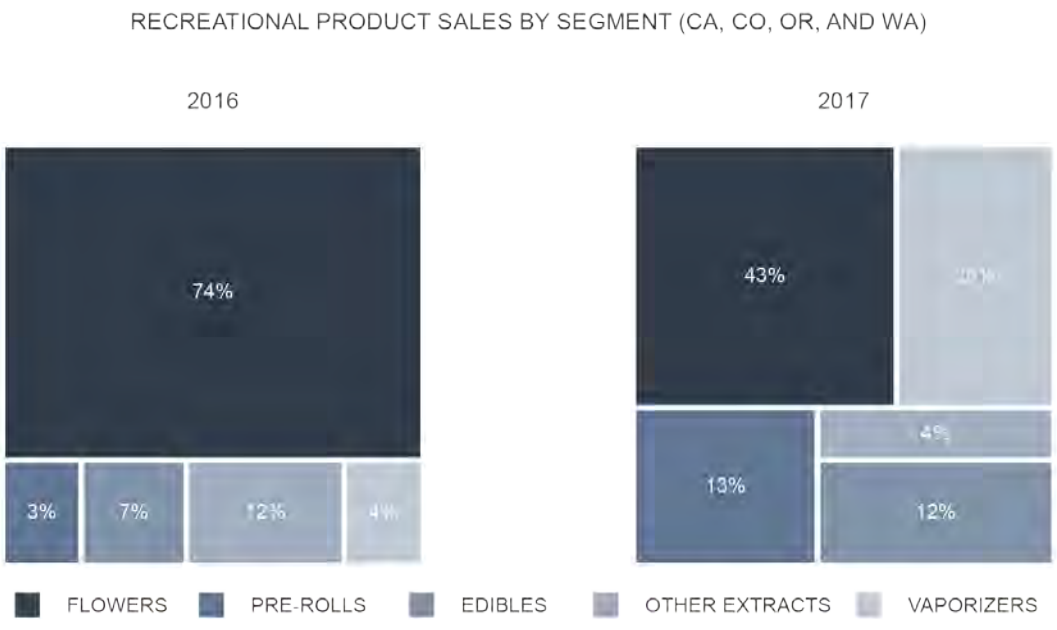
- The generational and gender breakdown of the respondents was consistent with the Eaze consumer data collected in 2017. Millennials captured a majority of the consumer base, while Gen Xer's captured 21%.
- 51% of cannabis consumers surveyed had a college or postgraduate degree. This is significantly higher than the state average within California; according to census data, only 39% of adult Californians have a Bachelor's degree or higher.
- 91% of respondents were employed in a variety of industries, with the top 10 including technology (19%), food & beverage (9%), full-time students (9%), professional business services (8%), arts/entertainment (8%), retail (7%), and medical/health care (6%), education (5%), banking/finance (3%), and hospitality (3%).
- Out of the cannabis consumers surveyed, 49% had a household income of $75,000 or more. The most common income bracket, at 16% of total responses, was $100,000-$149,999.
- Nearly all respondents consumed alcohol (81%), but 4 out of 5 people (87%) reduced their drinking because of their cannabis use, with as many as 1 in 10 (13%) replaced alcohol with cannabis entirely. The study also found the vast majority of consumers (80%) primarily consumed cannabis at night, consistent with the time when many reach for a glass of wine or beer.

As the stigma of marijuana use begins to fade, we believe that an opportunity exists with consumers currently use marijuana and purchase branded products, and consumers who do not currently use marijuana because of the stigma but are open to trying. This consumer is educated, employed with disposable income, in their late 20's to early 30's, mindful of brands, and prefer to control their dosing.

Product mix

East Coast Organics will cultivate flower products for both the wholesale and retail markets, as well as process and manufacture flower and flower byproduct to produce extracts/concentrates for use in vaporizer cartridges and edibles.

As a new entrant into the marketplace, we believe that we will have the greatest opportunity to capture market share by focusing our efforts on producing high quality flower, pre-rolls, edibles, and vaporizer cartridges. Throughout 2016 and 2017, there has been a decrease in sale of flower and "other extracts" (topicals, tinctures, etc.), while pre-rolls, edibles, and vaporizer cartridges have experienced the most growth.



Competitive environment

Massachusetts medical marijuana market (March 2018)

	Name	Location	Overall rating	Product mix: Flower	Product mix: Concentrates	Product mix: Edibles	Product mix: Brand names / carried	Pros	Cons
	Revolutionary Clinics	Somerville, MA	53 reviews ★★★☆☆	15 strains ★★★☆☆	12 products / 1 licensed line ★★★☆☆	2 products / 1 licensed line ★★☆☆☆	VYB (concentrate & edibles brand out of MA)	Wide selection of concentrates for good price	None to note
	New England Treatment Access	Brighton, MA Northampton, MA	495 reviews ★★★★☆	8 strains ★★☆☆☆	8 products / **4 lines** ★★★★★	7 products / **3 lines** ★★★☆☆	C: RUBI, D-line, RemPen APEX, Wishing Well E: Dose, Elevation, Upside	Good branded product lines in concentrates / edibles	Inconsistent edibles, mixed reviews on flower quality
	Sira Naturals	Somerville, MA Cambridge, MA Needham, MA	86 reviews ★★★☆☆	13 strains ★★★★☆	22 products ★★★☆☆	10 products / 1 line / 1 licensed line ★★★☆☆	Zoots (concentrate & edibles brand out of WA)	Good flower quality and concentrate / edible selection	Concentrate and edibles prices above market
	Patriot Care Corporation	Boston, MA Lowell, MA	560 reviews ★★★☆☆	15 strains ★★☆☆☆	1 product ★★☆☆☆	15 products ★★★☆☆	None	Variety of flower	Mixed reviews on quality of flower, majority of edibles are variations of hard candies
	Theory Wellness	Bridgewater, MA Great Barrington, MA	103 reviews ★★★★★	6 strains ★★★★☆	8 products / 1 line ★★★☆☆	8 products ★★★☆☆	T-pen	Good flower quality ("small batch cannabis") and concentrate quality (T-pens)	Above market prices, "small batch cannabis" limits amount customers can purchase
	Garden Remedies	Newton, MA	303 reviews ★★☆☆☆	6 strains ★★☆☆☆	10 products ★★★☆☆	6 products ★★★☆☆	Garden Remedies Brand	None to note	Mixed reviews on flower, concentrates are overpriced
	Ermont	Quincy, MA	560 reviews ★★★☆☆	15 strains ★★★☆☆	11 products ★★★☆☆	16 products ★★★★☆	VYB (concentrate & edibles brand out of MA)	Wide variety of edibles made in house	None to note
	Cultivate	Leicester, MA	33 reviews ★★☆☆☆	10 strains ★★★☆☆	11 products ★★★☆☆	2 products ★★★☆☆	None	Micro-dose edibles (5mg gummy cubes)	None to note
	Alternative Therapies Group	Salem, MA	204 reviews ★★☆☆☆	20 strains ★★☆☆☆	14 products / 1 line / 1 licensed line ★★★★☆	9 products / 1 line ★★★★☆	Bakked (concentrate brand), O.penVAPE cartridges, Brother Jonathan's Alchemy	Branding edibles and concentrates, licensed O.penVAPE cartridges	Mixed reviews on flower quality
	In Good Health	Brockton, MA	245 reviews ★★★☆☆	22 strains ★★☆☆☆	9 products ★★★☆☆	14 products ★★★☆☆	None	Good variety of edibles	Mixed reviews on flower quality
	Healthy Pharms	Cambridge, MA Georgetown, MA	69 reviews ★★☆☆☆	13 strains ★★☆☆☆	24 products ★★★☆☆	14 products ★☆☆☆☆	Pharmer's brand	Variety of concentrates	Recently had a recall on edibles due to traces of pesticides in the lab testing
	Central Ave Compassionate Care	Ayer, MA	99 reviews ★★★☆☆	12 strains ★★☆☆☆	25 products ★★★★☆	11 products ★★★☆☆	None	Variety of THC, CBD, and terpene cartridges	High prices

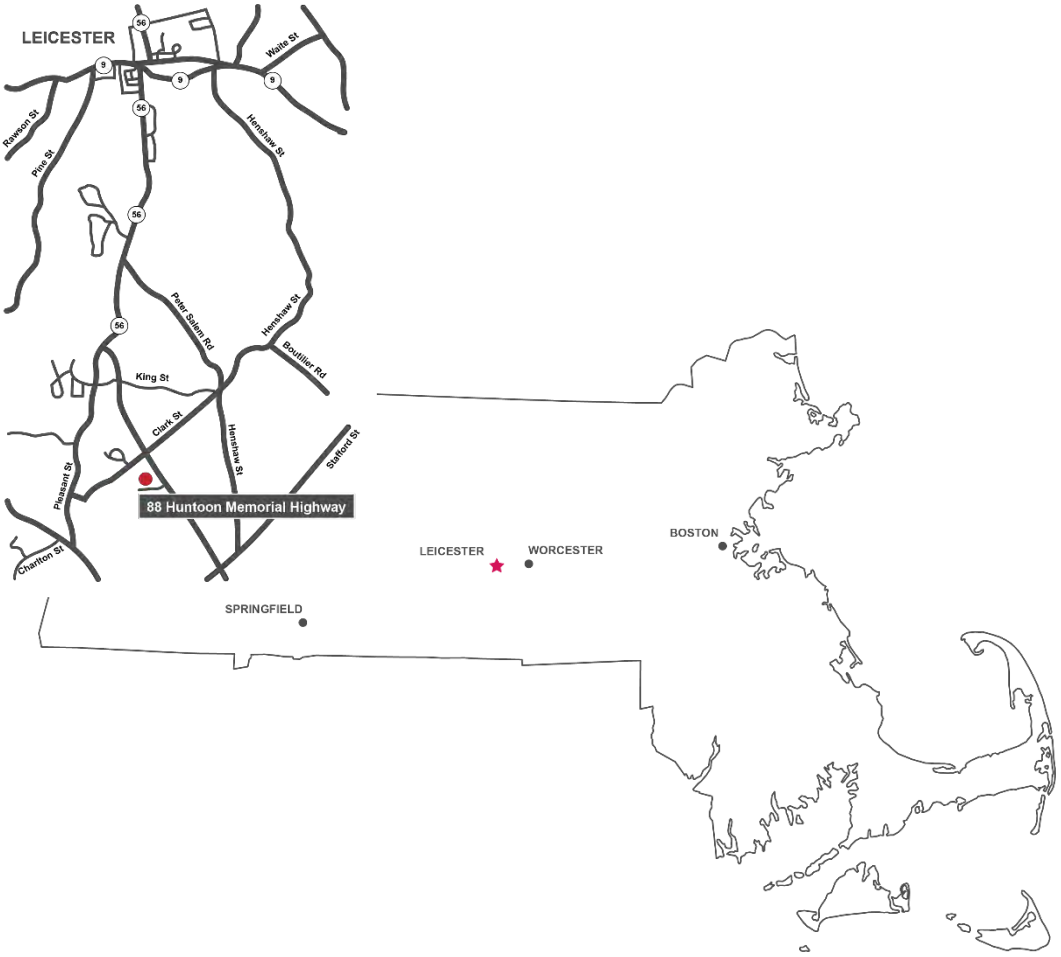
Facility

Location

88 Huntoon Memorial Highway

Leicester, MA 01542

I-90 Massachusetts Turnpike	1.9 miles
I-290, I-395, Route 20	< 5 miles
Worcester, MA	< 8 miles
Boston, MA	< 50 miles
Springfield, MA	< 50 miles







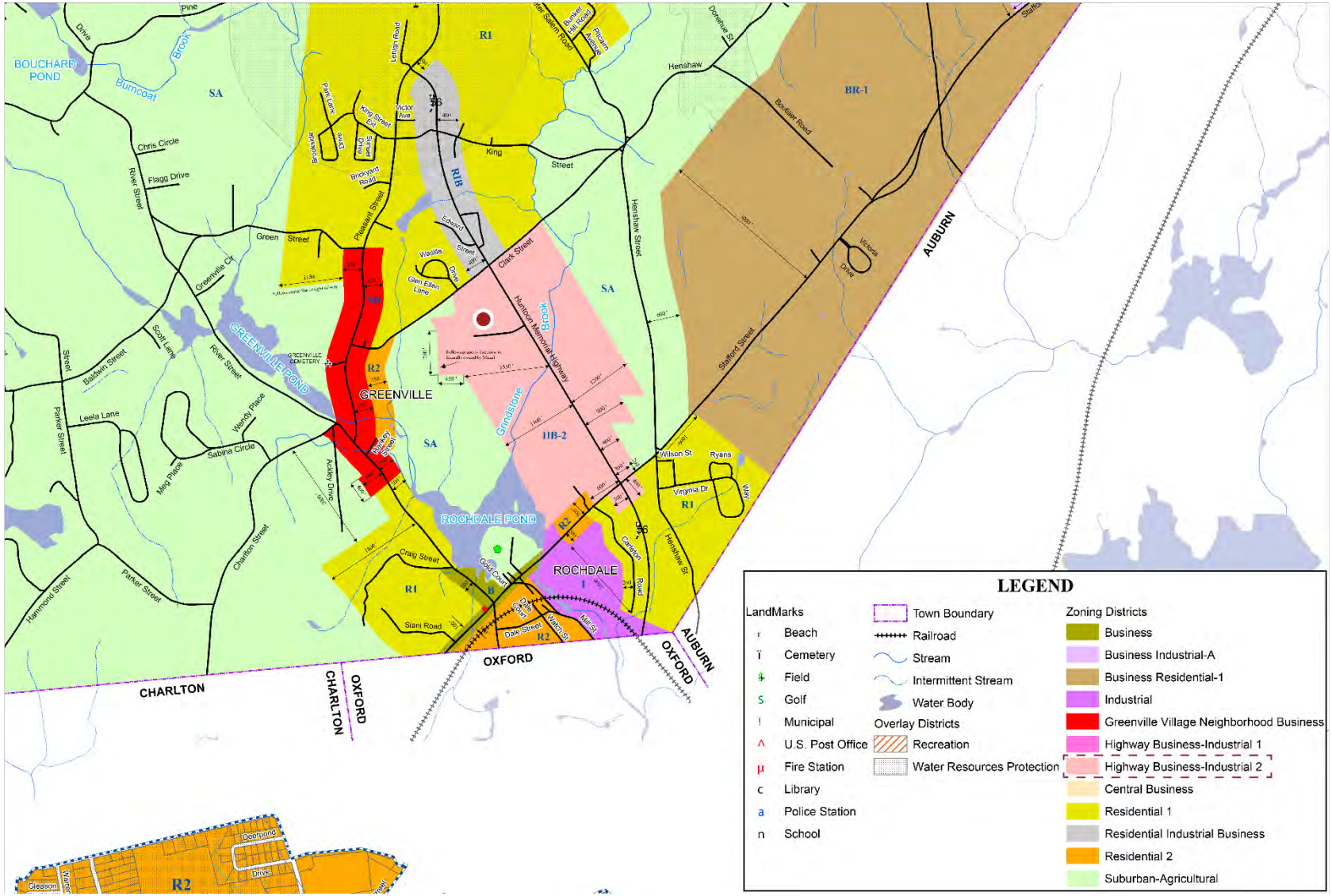








The property at 88 Huntoon Memorial Highway is in compliance with both state and local zoning ordinances and buffer requirements. As of May 1, 2018, the Leicester Planning Board approved the zoning bylaw amendments made to Article 22: Marijuana Establishments, reducing the buffer requirements for non-retail marijuana establishments to 200 feet from residential zoning districts and pre-existing public or private schools (pre-school through grade 12).



Lease summary

Sub tenant	East Coast Organics, LLC
Sub landlord	East Coast Organics Services Corp.
Landlord address	238 Shrewsbury Street Worcester, MA 01604
Building	88 Huntoon Memorial Highway Leicester, MA 01524
Premises	Approximately 90,000 square feet of 180,000 square feet
Term	Five (5) years and four (3) months
Term commencement date	August 1, 2018
Option to extend	Two (2) options to extend for a period of five (5) years each, upon not less than 180 days written notice
Base rent	Four and 35/100 Dollars ($4.35) per square foot, triple net. Base rent shall increase $0.25 per square foot for the first 3 years. After year 3 rent base rent will increase $0.15 per square foot per year.

Lease detail (approximate)

East Coast Organics, LLC	90,000
Tenant B	90,000
Total square feet rented	180,000

Lease terms

Assumptions	
Lease type	NNN
Price / square foot	4.35
Price / square foot annual increase	0.25
Lease start date	August 1, 2018
Lease term (years)	5

Payment summary	Monthly payment	Yearly payment
2018	29,572	147,861
2019	30,280	363,363
2020	31,980	383,758
2021	33,679	404,152
2022	35,096	421,148

Facility ownership / leasing structure

ECO HOLDINGS, LLC	
Type	Limited Liability Company
Owner(s)	Richard Rafferty
Manager(s)	Richard Rafferty
Use	Purchasing 88 Huntoon Memorial Highway

Master lease agreement

ECO INVESTORS, LLC	
Type	Limited Liability Company
Owner(s)	Richard Rafferty
	Jane Guthro (Eden)
Manager(s)	Richard Rafferty
Use	Owns 100% of East Coast Organics, LLC

100% ownership

EAST COAST ORGANICS SERVICES CORP.	
Type	C – corporation
Shareholder(s)	Richard Rafferty
Manager(s)	Richard Rafferty
Use	Lease 88 Huntoon Memorial Highway **from** ECO Holdings, LLC
	Sub-lease 88 Huntoon Memorial Highway **to** East Coast Organics, LLC

Sub-lease agreement

EAST COAST ORGANICS, LLC	
Type	Limited Liability Company
Owner(s)	ECO Investors, LLC
Manager(s)	Richard Rafferty
	Jane Guthro (Eden)
Use	Apply for Cultivation and Product Manufacturing licenses
	Lease approx. 90,000 square feet of 88 Huntoon Memorial Highway **from** East Coast Organics Services Corp.

Prospective contractors / sub-contractors

Mark Rochette
Rochette Consulting Services, LLC

General Contractor

Rochette Consulting Services, LLC is a Maine based real estate construction management & consulting firm. RCS currently serves the greater New England and Massachusetts South Shore area with a variety of construction management services. He, along with Jon Napoli (management consultant), offer to provide a full suite of project management services, including their own model and team of sub-contractors to expedite the development process.

RCS helped to re-develop the medical marijuana cultivation facility and retail dispensary for In Good Health, Inc., a state-licensed, non-profit medical marijuana establishment located at 1200 West Chestnut Street in Brockton, MA. IGH, Inc. operates a 26,000-square foot facility, with approximately 18,000 of cultivation space.

See Appendix A for the In Good Health, Inc. project.

Shepherd Electrical Engineering, Inc.
Electrical Engineering

- Engineer/Architect and Owner design review meetings.
- Design of the new/existing systems at the proposed facility. Systems shall be designed in accordance with National and State Electrical Codes (NEC), current State Building Codes, NFPA and Life Safety Rules and Regulations.
- Complete lighting design and consulting to meet the Owner's needs. Lighting designs to meet all national and state energy codes, standards and requirements.
- Stamped reproducible drawings, specifications, construction control affidavits necessary for issue of construction documents.
- Review of Electrical Submittals.
- Construction support services including review of shop drawings, contractor question resolution, and review of potential trade orders.
- All necessary site visits for pre-bid construction site visit, construction progress visits and punch list inspections.

Burke Consulting Service
Structural Engineers

Burke Consulting Service will provide civil engineering consulting on the property, working with the architect and general contractor to determine the suitability of the building to handle the certain loads in order to design the most efficient HVAC and lighting systems.

General Mechanical Contractors Co., Inc.
HVAC Engineering and Installation

Established in 1950 as a two-man custom sheet metal fabrication shop, General Mechanical Contractors Co., Inc. has grown, slow and steady over the years, expanded and become the group of companies they are today: three companies run by three brothers.

Their team of over 100 employees, representing just over 325 licenses, services residential, commercial and industrial as well as State and Local Municipalities across the Commonwealth of Massachusetts.

General Mechanical Contractors Co., Inc. has also been contracted to build out the HVAC system for a marijuana cultivation facility in Douglas, MA.

John Grennon
LAN-TEL Communications, Inc.

IT Infrastructure / Security System Design

LAN-TEL has a long history of providing integrated security solutions to customers in a variety of markets. Additionally, LAN-TEL has a proven record of successfully providing the installation and ongoing maintenance of security systems in environments similar to the one found here in Leicester, MA. Currently, LAN-TEL provides day-to-day cabling and security services to organizations such as the US Department of Homeland Security, Boston Police Department, and the Massachusetts State Police.

LAN-TEL's industry knowledge and experienced technical and management workforce has allowed it to successfully provide integrated security solutions to multiple marijuana establishments throughout Massachusetts in the past, and most importantly, to continue to provide the solutions that will be required in the future.

Chris Gingras
MGN & Associates, Technology Solutions

IT Systems Integration / Building Management System

MGN & Associates was established in 1987, as a leading manufacturer's representative firm in New England. MGN represents the premier manufacturers of Data Center, IT Infrastructure, and Security Products. They currently have 6 experienced sales reps, all supported by an inside sales group. Collectively, they have over 100 years of experience in these industries, and have formed long lasting partnerships with their customers and manufacturer partners.

Both MGN and LAN-TEL have recommended a video management system (VMS) provided by ISS (Intelligent Security Systems).

ISS, headquartered in Woodbridge, NJ, and with offices worldwide, is a leader in video management and video analytics software. ISS provides a comprehensive line of digital security and surveillance video solutions which are on the forefront of on-demand security, allowing for centralized command and control of an entire enterprise security network.

Michael Guarino
Bosch Security Systems

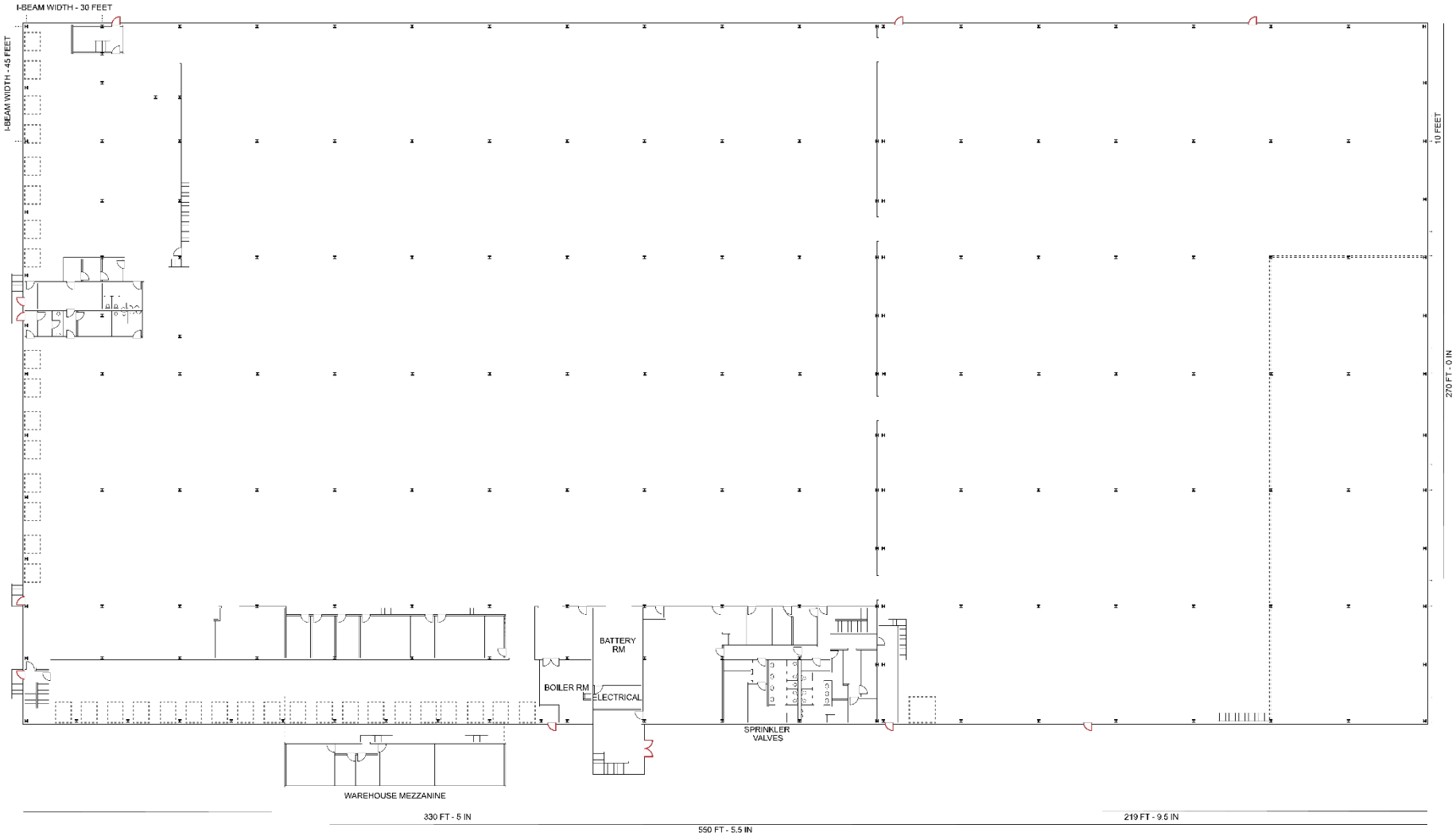
Security and Surveillance Hardware

Bosch Security Systems, Inc. works closely with an extensive network of authorized dealers and integrators to design dependable communications, security and life safety solutions for the market. Their broad portfolio of products and systems for communications, video surveillance, access control, and intrusion and fire detection are used by major schools and universities, government agencies, retail stores, sports and entertainment facilities, casinos, and in many other commercial and industrial environments throughout the world.

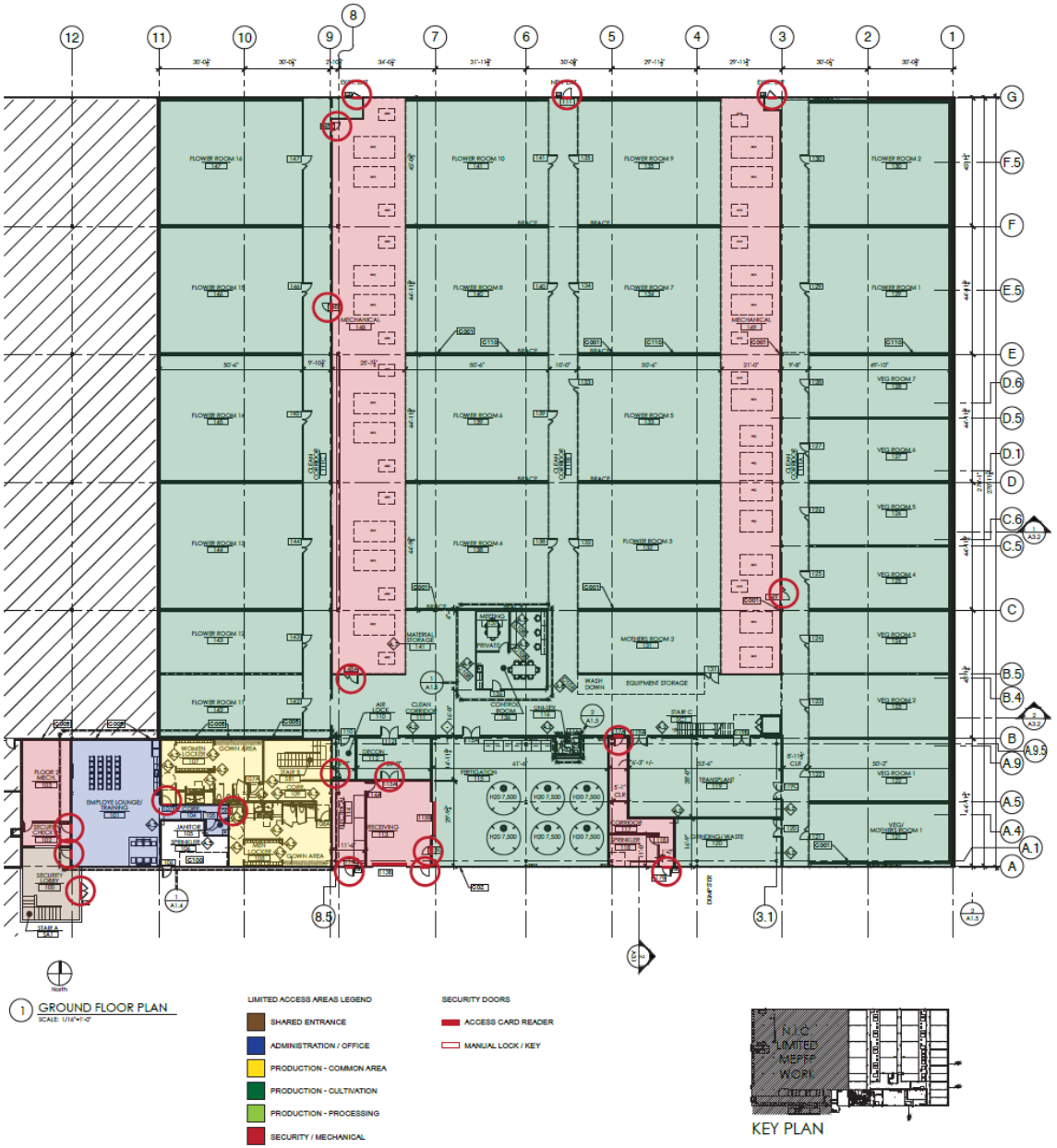
Bosch has worked closely with LAN-TEL and MGN & Associates in integrating with the ISS video management system.

Building renderings / floor plans

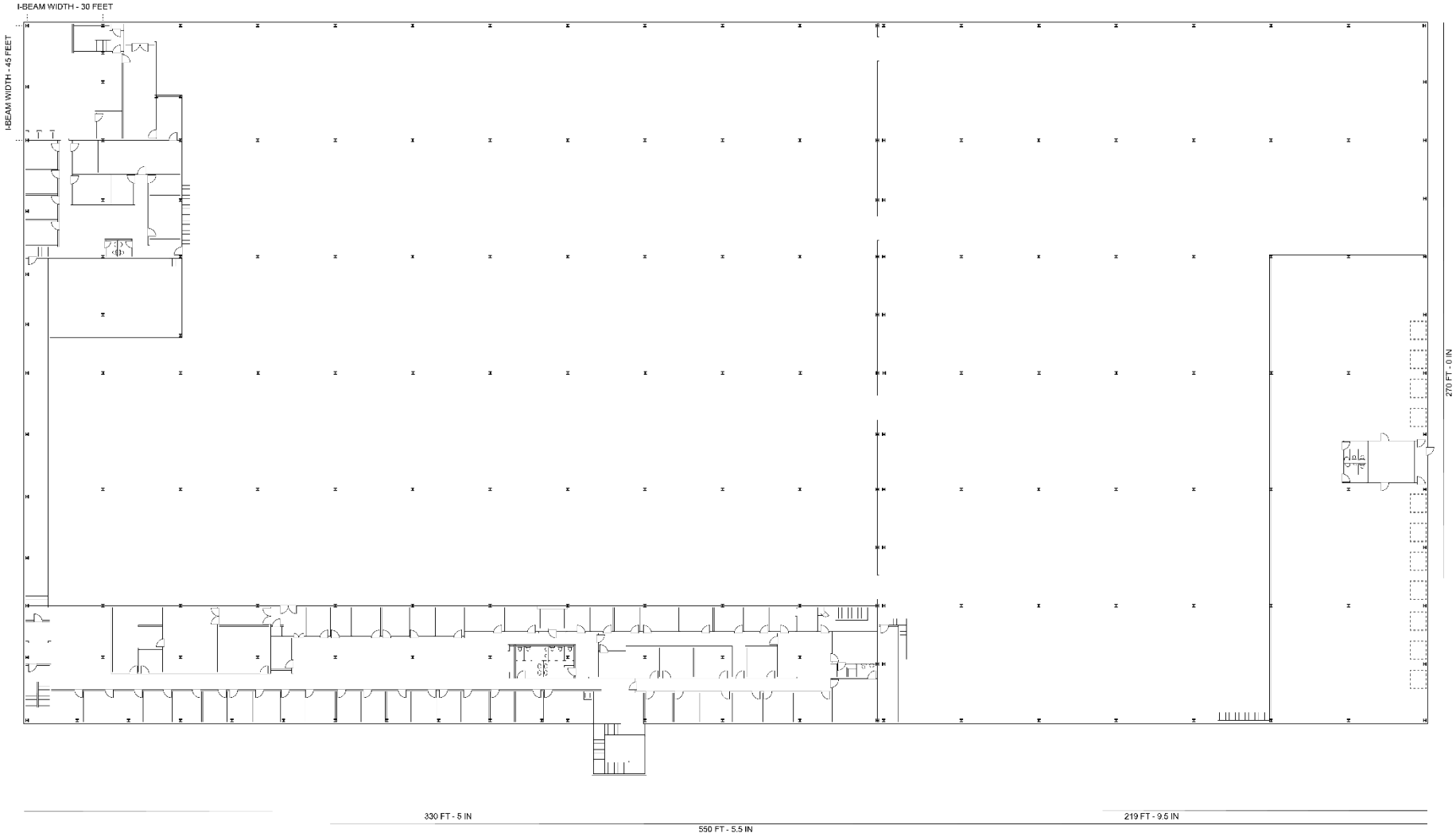
Floor plan: floor 1 as built



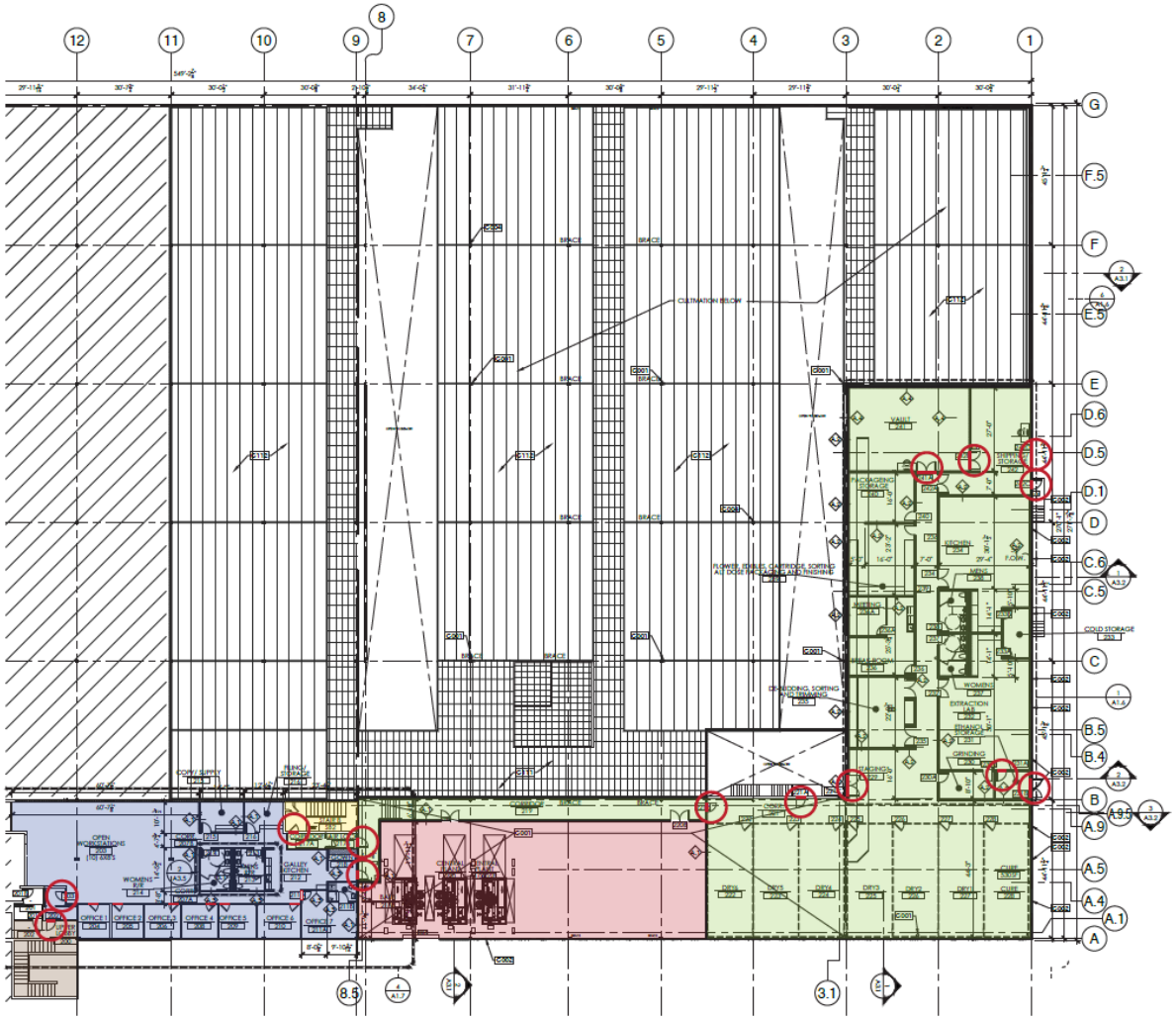
Floor plan: floor 1 conceptual design



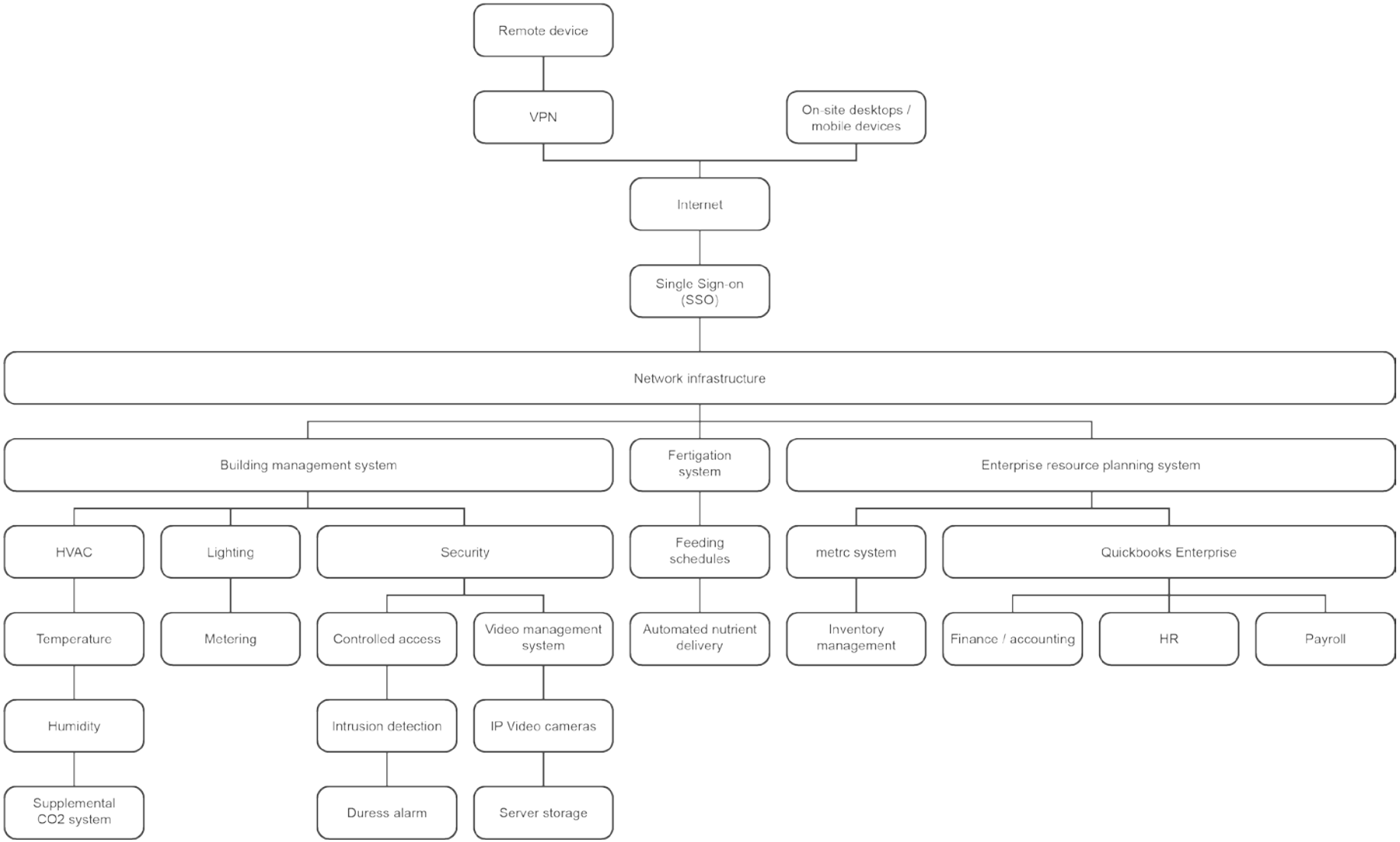
Floor plan: floor 2 as built



Floor plan: floor 2 conceptual design



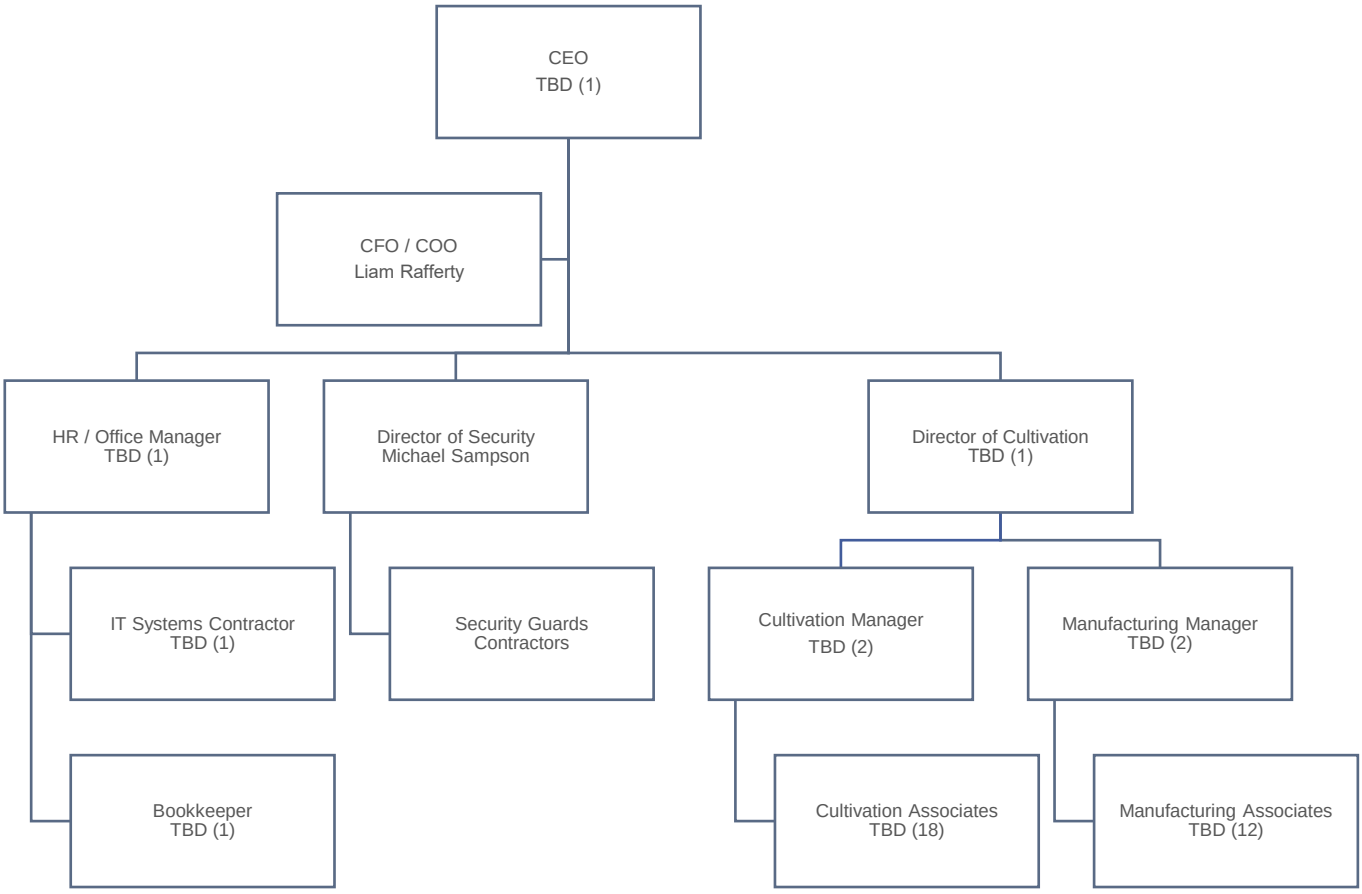
Enterprise resource planning framework



Business development

Personnel plan

Organizational chart

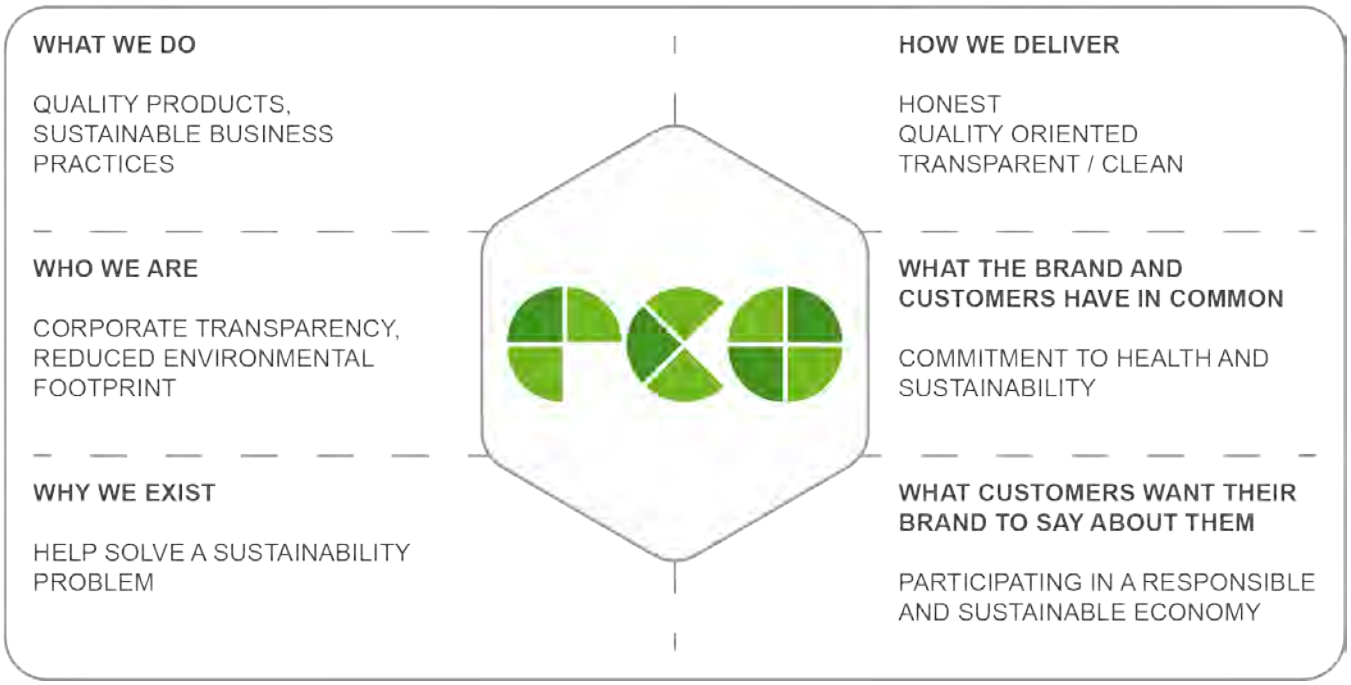


Staffing plan

	12 am	1 am	2 am	3 am	4 am	5 am	6 am	7 am	8 am	9 am	10 am	11 am	12 pm	1 pm	2 pm	3 pm	4 pm	5 pm	6 pm	7 pm	8 pm	9 pm	10 pm	11 pm
Office - 9:00am to 5:00pm																								
CEO																								
CFO / COO																								
Director of Security																								
HR / Office Manager																								
Bookkeeper																								
IT Systems Contractor																								
Shift 1 - 7:00am to 3:00pm																								
Cultivation Manager (1)																								
Cultivation Associates																								
Manufacturing Manager (1)																								
Manufacturing Associates																								
Security Guards																								
Shift 2 - 3:00pm to 11:00pm																								
Cultivation Manager (2)																								
Cultivation Associates																								
Manufacturing Manager (2)																								
Manufacturing Associates																								
Security Guards																								
Shift 3 - 11:00pm to 7:00am																								
Security Guards																								

Brand identity: East Coast Organics

East Coast Organics will establish itself as a quality-oriented brand to capture market share in the early sales of marijuana and marijuana products for adult use in Massachusetts. Within State and Federal limitations, East Coast Organics will pursue an online/digital marketing strategy to build brand awareness and drive sales; utilizing strategies such as SEO, content marketing, and Instagram. East Coast Organics will maintain live and updated online menus to ensure consumers are able to access our products.



Financials

Cash Flow projections

Production	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Total pounds produced (per week)	264	402	424	443	464	489
Total pounds produced (annual)	13,734	20,912	22,043	23,026	24,149	25,434

Revenues (wholesale)	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues from flower products	19,729,179	33,214,209	31,240,412	24,573,353	21,481,042	21,500,413
Revenues from concentrate products	19,094,647	30,257,701	33,853,867	33,730,572	34,044,449	35,397,161
Total revenues	38,823,826	63,471,910	65,094,279	58,303,925	55,525,491	56,897,574
Revenue per square foot	431	705	723	648	617	632

Operating costs	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Cost per pound	900.00	882.00	864.36	847.07	830.13	813.53
Total operating costs	12,360,600	18,444,737	19,052,915	19,504,359	20,046,676	20,691,289
Operating costs per square foot	152.60	227.71	235.22	240.79	247.49	255.45

Operating costs breakout	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Staffing and wages	2,472,120	2,766,711	2,857,937	2,925,654	3,007,001	3,103,693
Cost of Goods Sold	4,944,240	8,300,132	8,573,812	8,776,962	9,021,004	9,311,080
Rent	363,363	383,758	404,152	421,148	438,858	457,312.80
Utilities	2,101,302	3,072,893	3,110,731	3,120,749	3,143,371	3,179,559
Marketing / advertising	803,439	1,844,474	2,095,821	2,360,027	2,668,213	3,029,412
Security / surveillance / building control	927,045	922,237	952,646	975,218	1,002,334	1,034,564
Bank services / payment processing	494,424	627,121	550,629	479,125	418,580	367,233
IT systems / other	254,667	527,412	507,187	445,477	347,316	208,435
Total operating costs	12,360,600	18,444,737	19,052,915	19,504,359	20,046,676	20,691,289

Cash flow analysis	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	38,823,826	63,471,910	65,094,279	58,303,925	55,525,491	56,897,574
Operating costs	(12,360,600)	(18,444,737)	(19,052,915)	(19,504,359)	(20,046,676)	(20,691,289)
Net	26,463,226	45,027,173	46,041,364	38,799,565	35,478,815	36,206,284
Tax (blended rate at 45%)	(11,908,452)	(20,262,228)	(20,718,614)	(17,459,804)	(15,965,467)	(16,292,828)
Cash available to distribute	**14,554,775**	**24,764,945**	**25,322,750**	**21,339,761**	**19,513,348**	**19,913,456**

Pricing forecast

Pricing model

Assumptions

Wholesale price assumptions	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	
Wholesale price / .5 gram pre-rolled	5.38	5.99	5.82	5.03	4.52	4.35	
Wholesale price / gram (prepackaged)	4.87	5.49	5.22	4.36	3.81	3.62	
Wholesale price / 1/8 ounce (prepackaged)	15.52	17.49	16.65	13.91	12.15	11.54	
Wholesale price / ounce (prepackaged)	111.77	125.96	119.86	100.15	87.48	83.10	
Wholesale price / pound	2,400	2,650	2,350	1,750	1,450	1,378	A
8-pack 10mg edible (gummy / chocolate)	7.83	8.15	8.65	8.25	7.94	7.84	
Concentrate edibles price / milligram	0.10	0.10	0.11	0.10	0.10	0.10	
1 500mg (.5 grams) vaporizer cartridge	22.31	23.21	24.64	23.50	22.62	22.33	
Concentrate vaporizers price / gram	0.04	0.05	0.05	0.05	0.05	0.04	

Retail markup / price	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	
Average retail markup / gram of flower	2.90 x	3.00 x	2.50 x	2.25 x	2.10 x	2.05 x	B
1 gram pre-rolled cigarette	15.62	17.96	14.55	11.31	9.50	8.92	
1 gram (Colorado pricing years 1-4)	14.12	16.46	13.05	9.81	8.00	7.42	C
1/8 ounce (3.54369 grams)	45.02	52.48	41.62	31.30	25.51	23.66	
1 ounce	324.12	377.87	299.66	225.34	183.70	170.36	
1 pound	6,960.00	7,950.00	5,875.00	3,937.50	3,045.00	2,823.88	
Annual price change (flower)	0.00%	14.22%	-26.10%	-32.98%	-22.67%	-7.26%	

Retail markup / price	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	
8-pack 10mg edible (gummy / chocolate)	22.70	24.44	21.62	18.56	16.67	16.06	D
Concentrate edibles price / milligram	0.28	0.31	0.27	0.23	0.21	0.20	
1 500mg (.5 grams) vaporizer cartridge	64.69	69.64	61.60	52.88	47.50	45.78	E
Concentrate vaporizers price / milligram	0.13	0.14	0.12	0.11	0.10	0.09	
Annual price change (concentrates)	0.00%	7.11%	-13.05%	-16.49%	-11.33%	-3.63%	

A. Marijuana Business Factbook 2017 - average wholesale pound of adult-use marijuana spot price index 2014 - 2017, Year 4 price is as of May 11, 2018

B. Marijuana Business Factbook 2017 - average retail markup 2014 - 2017

C. Spot price per gram as of April 2018

D. Colorado dispensary retail price per 8-pack of 10mg edible as of April 2018

E. Colorado dispensary retail price per 500mg vaporizer cartridge as of April 2018

Revenue model

Revenue model

Revenues (wholesale by product)	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
.5 gram pre-rolled cigarette	402,882	681,902	698,902	630,748	595,164	602,860
Prepackaged grams	91,045	156,234	156,712	136,780	125,298	125,368
Prepackaged 1/8 ounce	819,407	1,406,106	1,410,409	1,231,019	1,127,680	1,128,310
Prepackaged ounce	221,041	379,308	380,468	332,077	304,200	304,370
Wholesale pound	18,194,803	30,590,659	28,593,920	22,242,730	19,328,700	19,339,505
Total revenues from flower products	19,729,179	33,214,209	31,240,412	24,573,353	21,481,042	21,500,413
Edibles (gummy / chocolate)	14,643,817	23,204,840	25,962,765	25,868,209	26,108,924	27,146,327
Vaporizer cartridges	4,450,830	7,052,861	7,891,102	7,862,363	7,935,526	8,250,833
Total revenues from concentrate products	19,094,647	30,257,701	33,853,867	33,730,572	34,044,449	35,397,161
Total revenues (wholesale)	38,823,826	63,471,910	65,094,279	58,303,925	55,525,491	56,897,574

Retail value	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
.5 gram pre-rolled cigarette	1,168,359	2,045,705	1,747,255	1,419,184	1,249,845	1,235,863
Prepackaged grams	264,031	468,702	391,780	307,755	263,125	257,004
Prepackaged 1/8 ounce	2,376,281	4,218,319	3,526,023	2,769,792	2,368,128	2,313,036
Prepackaged ounce	641,020	1,137,923	951,171	747,172	638,820	623,959
Wholesale pound	52,764,929	91,771,976	71,484,800	50,046,142	40,590,269	39,645,985
Total retail value of flower products	57,214,620	99,642,626	78,101,029	55,290,044	45,110,188	44,075,847
Edibles (gummy / chocolate)	42,467,069	69,614,521	64,906,912	58,203,470	54,828,740	55,649,971
Vaporizer cartridges	12,907,408	21,158,583	19,727,756	17,690,317	16,664,604	16,914,208
Total retail value of concentrate products	55,374,477	90,773,103	84,634,667	75,893,786	71,493,343	72,564,179
Total retail value	112,589,097	190,415,729	162,735,697	131,183,831	116,603,531	116,640,026

East Coast Organics, LLC
Packet 3 – Management and Operations Profile

Operating Policies and Procedures

Quality control and testing

As required by 935 500.130(4), East Coast Organics, LLC ("East Coast Organics") will provide documentation of compliance, or lack thereof should the situation arise, with the testing requirements of 935 CMR 500.160 for all marijuana and marijuana products sold to other marijuana establishments, but not to consumers.

East Coast Organics will contract with one or more Independent Testing Laboratories for the testing of all marijuana and marijuana products (including finished marijuana flower, cannabis resins, cannabis concentrates, and infused/edible products) and ensures that such products meet applicable quality standards in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as published by the DPH and amended in November 2016. Testing for contaminants includes, but is not limited to, mold, mildew, heavy metals, plant-growth regulators, and presence of pesticides. All environmental media used to cultivate marijuana (e.g., soils, water) shall be tested in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Marijuana Dispensaries*, as published by DPH.

East Coast Organics' contracted Independent Testing Laboratories will have all appropriate accreditations and certifications, be registered with the Commission, and be registered with any additional regulatory agencies necessary for compliance. No executive of East Coast Organics has or will have a financial or other interest in an Independent Testing Laboratory, and no employee of an Independent Testing Laboratory that will be providing testing services to East Coast Organics shall receive any direct or indirect compensation East Coast Organics. All transportation of marijuana to and from an Independent Testing Laboratory shall comply with the requirements under 935 CMR 500.105(13). (See, *Transportation of marijuana.pdf*)

In the event laboratory testing results indicate unacceptable contaminant levels, all marijuana or marijuana products from the same batch number as the contaminated sample(s) will be promptly removed from the applicable cultivation or storage area and transferred to the disposal room. Testing results will be reported in East Coast Organics' inventory tracking software, and inventory levels will be adjusted accordingly. East Coast Organics' management and cultivation staff will review the results and other relevant records of the cultivation and processing of the affected batch or batches to assess the source of potential contaminants and implement appropriate remediation. As part of East Coast Organics' quality control and testing procedures, the company will notify the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and will need to be disposed of; notification will include a proposed plan of action for both the destruction of contaminated product and the assessment of the source of contamination. Notification of contamination will also come from the Independent Testing Laboratory, separate from the notification from East Coast Organics. East Coast Organics shall retain all testing results for a period of no less than one year. (See, *Record keeping procedures.pdf*)

East Coast Organics' edible marijuana products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.

All marijuana and all edible marijuana products shall be prepared, handled and stored in compliance with the requirements of 935 CMR 500.105(3) and 500.105(11). Internal processes will be employed to ensure that the facility and all staff meet the standards enumerated in these regulations. In addition, East Coast Organics will have procedures for handling voluntary and mandatory recalls of marijuana and marijuana products, as may be necessary to deal with any action initiated by the Commission, any voluntary action to remove defective or potentially defective product from the market, or any action undertaken to promote public health and safety.

East Coast Organics, LLC
Packet 3 – Management and Operations Profile

Operating Policies and Procedures

Personnel policies including background checks

East Coast Organics, LLC ("East Coast Organics") will maintain all personnel policies and procedures in an employee handbook which will address a wide variety of topics including information on;

- Employee benefits
- Vacation and sick time
- Work schedules
- Confidentiality
- Criminal background checks
- Security and limited access areas
- Employee identification and facility access
- Personal safety and crime prevention techniques
- Alcohol, drug, and smoke-free workplace
- Grounds for discipline and termination

Each employee is required to review the handbook and attest to their understanding of the East Coast Organics personnel policies and procedures. East Coast Organics will review its employee handbook periodically and communicate any changes to its employees.

East Coast Organics will also maintain records of job descriptions for each employee and volunteer position, organizational charts consistent with the job descriptions, the staffing plan that will demonstrate accessible business hours and safe cultivation conditions, personnel policies and procedures, all background check reports obtained in accordance with 935 CMR 500.030, and a personnel record for each Marijuana Establishment Agent which will be maintained for at least 12 months after termination of the individual's affiliation with East Coast Organics, unless the individual is the subject of an open investigation or unless applicable regulations require retention of records for a longer period of time (i.e. responsible vendor training). The personnel record will include;

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

East Coast Organics will apply for registration all employees and volunteers that are associated with the company. In order to comply, employees must undergo a background check as part of the registration, which will include:

- Full name, date of birth, and address of the individual
- All aliases used previously or currently in use by the individual, including maiden name, if any
- A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission

- An attestation that the individual will not engage in the diversion of marijuana products
- Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth
- Background information, including, as applicable
    - a description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts
    - a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices
    - a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction
    - a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant

East Coast Organics' executives registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: *iCORI Registration*, will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Marijuana Establishment seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

As part of the background check process, East Coast Organics plans to pay registration fees on behalf of the prospective employees it hires.

Operating Policies and Procedures

Record keeping procedures

East Coast Organics, LLC ("East Coast Organics") will retain its records for a period of time no less than required by law and in accordance with 935 CMR 500.105(9). Such records include, but are not limited to, written operating procedures, annual and periodic inventory reports, seed-to-sale tracking, personnel, general business and financial statements, sales, waste disposal records, incident reports, and independent testing laboratory findings.

Maintenance of business and financial records	
Written operating procedures	Perpetual
Personnel policies and procedures	Perpetual
Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions	Perpetual
Staffing plan that will demonstrate accessible business hours and safe cultivation conditions	Perpetual
Inventory records (Seed-to-sale tracking records for all products using METRC)	Real-time (perpetual)
Assets and liabilities	Perpetual
Monetary transactions	Perpetual
Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers	Perpetual
Sales records including the quantity, form, and cost of products	Perpetual
Salary and wages paid to each employee, stipend paid to each board member (if applicable), and any executive compensation, bonus, benefit, or item of value paid to any affiliated individual	Perpetual

Personnel record for each establishment agent	
All materials submitted to the Commission pursuant to 935 CMR 500.030 (2)	1 year following termination*
Documentation and verification of references	1 year following termination*
Job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision	1 year following termination*
Documentation of all required training, including responsible vendor training, training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received the training and the topics discussed, including the name and title of presenters	4 years following the training
Documentation of periodic performance evaluations	1 year following termination*
Record of any disciplinary action taken	1 year following termination*
Notice of completed responsible vendor and eight-hour related duty training	1 year following termination*
All background check reports obtained	1 year following termination*

Inventory / waste / security records	
Written or electronic record of date, type, quantity, and location disposed or handled, as well as the two agents who witnessed disposal	3 years*
Product lab testing results	1 year*
Following closure of establishment, all records must be kept at the expense of the establishment in a form and location acceptable to the commission	2 years*
Incident reporting documentation	1 year*
Surveillance camera recordings	90 calendar days*

** - period automatically extends for the duration of any enforcement action and may be extended by order of the Commission*

East Coast Organics' management team will be responsible for the proper retention, storage and disposal of records that East Coast Organics generates, maintains and/or receives in the course of doing business.

East Coast Organics will protect the security, privacy and confidentiality of records as required by law, contract, or regulatory body, including those records containing confidential information. This includes registered qualifying adult consumer and employee records containing such information. All records subject to confidentiality restrictions will be stored securely, whether electronically or in hard copy.

East Coast Organics records shall be made available for inspection by the Commission upon request. East Coast Organics shall maintain all records that are required by any section of 935 CMR 500.000.

East Coast Organics, LLC
Packet 3 – Management and Operations Profile

Operating Policies and Procedures

Maintaining of financial records

East Coast Organics, LLC ("East Coast Organics") will operate an adult-use marijuana cultivation and an adult-use marijuana product manufacturing business in accordance with applicable law and regulations, and shall maintain general business and financial records in accordance with generally accepted accounting principles. As part of enterprise resource planning, East Coast Organics will utilize an ERP software system with secured backup storage capacity to maintain all records.

The ERP software system will allow East Coast Organics to provide the Commission, Massachusetts Department of Revenue, or any other regulatory body with accurate and timely reporting of historical business records required to maintain compliance, as well as implement accounting software to maintain records in accordance with 935 CMR 500.105 (9)(e) for:

- Assets and liabilities
- Monetary transactions
- Book of accounts including journals, ledgers, supporting documents, agreements, checks, invoices, and vouchers
- Sales records including the quantity, form, and cost of marijuana or marijuana products
- Salaries and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment

The accounting software system will include a sales recording module that is approved by the Massachusetts Department of Revenue.

The system will be designed with a chart of accounts to ensure that East Coast Organics, to the best of its ability, fairly and accurately accounts for all revenues and expenses appropriately, and in compliance with IRS codes.

East Coast Organics will implement good financial controls to mitigate the risks of inaccurate reporting or fraudulent practices, and will conduct a monthly analysis of its equipment, sales data, and reconciliations of various financial accounts to ensure that all related records have been accurately maintained. All East Coast Organics marijuana financial records will be kept in compliance with 935 CMR 500.105 (9), and all sales records will be kept in compliance with the Massachusetts Department of Revenue record retention requirements set forth in 830 CMR 62C.25.1 and Directive 16-1. (sales modules in ERP/accounting software systems can be considered POS systems)

East Coast Organics, LLC
Packet 3 – Management and Operations Profile

Operating Policies and Procedures

Descriptions, qualifications, and training

East Coast Organics, LLC ("East Coast Organics") will ensure that all marijuana establishment agents complete training prior to performing job functions, which will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum will include a Responsible Vendor Program under 935 CMR 500.105 (2) (b).

On or after July 1, 2019, all current owners, managers and employees of East Coast Organics that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a responsible vendor program to be designated a "responsible vendor". Once East Coast Organics is designated a "responsible vendor", all new employees involved in the handling and sale of marijuana for adult use will successfully complete a responsible vendor program within 90 days of hire. After initial successful completion of a responsible vendor program, each owner, manger, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor". Administrative employees who do not handle or sell marijuana may take the "responsible vendor" program on a voluntary basis.

East Coast Organics will maintain records of responsible vendor training program compliance for four years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours. (See *Record keeping procedures.pdf*)

East Coast Organics employees will also receive 8 hours of annual training at a minimum. Outside of the Responsible Vendor Training, employees will be trained on the compliance standards related to his or her own job function as well as cross trained on compliance standards for other job functions to better understand the company-wide impact of procedures and protocols, and potentially mitigate operational risks. Training may be conducted on-site by the senior management team or off-site if approved.

East Coast Organics estimates that it will hire 40-50 employees across the company, however this may change with the business needs at any time. Non-cultivation or non-manufacturing jobs will include staffing for human resources, accounting/finance, marketing, and an IT technician. East Coast Organics may decide to contract an independent consultant for one or more of the non-cultivation or non-manufacturing jobs. Cultivation and manufacturing employees will be required to register as a Marijuana Establishment Agent with the Commission. General qualifications for jobs in the security, cultivation, or processing operations for East Coast Organics will include, but are not limited to;

- Ability to stand for 8+ hours per day while working
- Ability to lift up to 70 pounds
- Ability to follow directions and perform repetitive tasks accurately
- 21+ years of age
- Must be able to pass a comprehensive background check

<u>Director of Security</u>

The Director of Security will require sufficient qualifications to plan, direct and coordinate activities relating to the protection, safeguarding and security of company assets, employees, invitees and others. The Director of Security will also;

- Ensure that established goals and objectives are accomplished with prescribed priorities, time limitations and with fiscal responsibilities

- Monitor and maintain all surveillance equipment so that it is in good working condition
- Advise, make recommendations, and assist in the formulation of security oriented goals and objectives
- Design, implement and monitor security policies, procedures and programs
- Comply with federal, state and local regulations
- Exercise independent judgment in the course of carrying out overall responsibilities and other activities as assigned
- Oversee the hiring and scheduling of contracted security guards

Security Guard

East Coast Organics plans to contract with a third-party security company to employ trained guards at the facility. Security Guards will report to the Director of Security, and follow all of East Coast Organics' security procedures and protocols as summarized in the security plan.

Director of Cultivation

The Director of Cultivation will require sufficient qualifications to drive the long-range strategic planning process for operations by overseeing and managing all production operations, including manufacturing, and inventory control. The Director of Cultivation will be responsible for the products life cycle management, maintaining quality, safety, and regulatory compliance relating to the production facilities. Additionally, the Director of Cultivation will be involved in the development of operations-related plans, capacity, budgets, infrastructure, policies and procedures.

Cultivation Manager

The Cultivation Manager will require sufficient qualifications to be responsible for executing protocols and standard operating procedures for all phases of cultivation, including: propagation, vegetative, flowering and harvest. The Cultivation Manager will maintain cleanliness standards and oversee daily inspections and inventory management, and will be able to maintain safe working practices and report occurrences of diversion and loss or workplace hazards immediately. The Cultivation Manager will also;

- Oversee Cultivation Associates throughout all the tasks in the grow cycle, including transplanting, feeding, cloning, cropping and inventory management
- Assist in the hiring and training of Cultivation Associates
- Work directly with the dispensary teams and the Director of Cultivation to ensure the quantity, mix and yield of strains planted will meet patient and market needs for medicine and treatment

Cultivation Associate

The Cultivation Associate will require sufficient qualifications to execute protocols and operating procedures for all phases of cultivation and processing, including: propagation, fertigation, and harvesting. All Cultivation Associates will be trained in the inventory, tracking, and monitoring systems to ensure that the company works to mitigate the risk for diversion or loss. These positions will report to the Cultivation Manager, and will;

- Perform tasks for transplanting, feeding, cloning, pruning, cropping, and inventory management
- Monitor and report on marijuana plants throughout their lifecycles
- Perform clean-up of cultivation and processing areas after a harvest is complete

- Work within the inventory control software to track all actions performed during job duties

Manufacturing Manager

The Manufacturing Manager will require sufficient qualifications to ensure that the processing areas are maintained in order to meet the demands of production. The manufacturing team is responsible for all daily operations relevant to processing and manufacturing finished product; this includes but is not limited to;

- Supervision of team members
- Inventory control
- Compliance with laws and regulations
- Production forecasting
- Health, safety and sanitation requirements

Manufacturing Associate

The Manufacturing Associate will require sufficient qualifications to execute protocols and operating procedures for all phases of processing, including: trimming, curing, processing, and packaging finished goods. All Manufacturing Associates will be trained in the inventory, tracking, and monitoring systems to ensure that the company works to mitigate the risk for diversion or loss. These positions will report to the Manufacturing Managers, and will;

- Perform tasks for trimming, drying, curing, processing, and packaging finished goods
- Ensure that all labeling and recording of inventory data into the tracking system is completed
- Train and become proficient in various extraction methods

East Coast Organics, LLC
Packet 3 – Management and Operations Profile

Operating Policies and Procedures

Restricting access to age 21 and older

East Coast Organics, LLC ("East Coast Organics") will require all employees and registered marijuana establishment to adhere to the policies and procedures set out to prevent diversion, theft, or loss of marijuana and marijuana product. (See *Prevention of diversion.pdf*)

East Coast Organics will positively identify individuals seeking access to the premises of the facility, limiting access solely to individuals 21 years of age or older. (See *Security plan.pdf*)

Transportation of marijuana to other Marijuana Establishments is done by a minimum of two Dispensary/Marijuana Establishment Agents. One Agent remains with the vehicle at all times it contains marijuana. (See *Transportation of marijuana.pdf*)

East Coast Organics will contract Independent Testing Laboratories that are trained and instructed to maintain the same security and diversion prevention procedures and protocols as East Coast Organics when transporting or handling marijuana. (See *Quality control and testing.pdf*)

East coast Organics employees will undergo at least eight (8) hours of annual training, focusing on regulatory compliance, safe marijuana handling practices, security and diversion, and proper use of the software tracking system. (See *Qualifications and training.pdf*)

East Coast Organics will also adhere to all marketing and advertising requirements as required in 935 CMR 500.105 (4), 935 CMR 500.105 (5), and 935 CMR 500.105 (6) to avoid jeopardizing the public health, welfare, and safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. The company will not partake in any sponsorship of charitable, sporting or similar event utilizing East Coast Organics' marketing, advertising, or branding materials unless the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. East Coast Organics will not advertise, market, or brand its products that utilize statements, designs, representations, pictures or illustrations that portray anyone younger than 21 years old, nor will the advertising, marketing, or branding utilize mascots, cartoons, brand sponsorships or celebrity endorsements, that are deemed to appeal to a person younger than 21 years old.

All marijuana and marijuana products produced and packaged by East Coast Organics will also include the following symbol issued by the Commission that indicates that the product contains marijuana:



All marijuana and marijuana products produced and packaged by East Coast Organics will also include the following symbol issued by the Commission that indicates that the product is harmful to children:



Diversity Plan

ECOFarm Leicester LLC (the "**Company**") understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among minorities, women, veterans, people with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts.

Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

Goals:

- The Company endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. ***Workforce availability statistics for the Total Civilian Labor Force for Massachusetts are as follows: Women 48.8%, Minorities 20.7%, Persons with Disabilities 12%, and Veterans 7%[1].*** Moreover, the Company aims to have 50% of its employees be minorities, women, veterans, people with disabilities, and L.G.B.T.Q. + individuals.

- It shall be a goal of the Company to offer ***100% of the Company's opportunities for advancement*** to management and executive positions internally, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.

- It shall be a goal of the Company to ensure that 100% of its employees receive ***training on diversity and sensitivity.***

Programs:

To the extent reasonably practicable, the Company shall implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will ***post monthly notices for three (3) months*** during the hiring process in newspapers of general circulation such as ***the Worcester Telegram and other local newspapers***, and post a notice at the municipal offices in ***Disproportional Municipalities*** for at least three (3) months during the hiring process. The aforementioned notices will state that the Company is specifically looking for women, minorities, or persons with disabilities to work for the Company. The Company also intends to advertise its job openings through ***MassHire***. Furthermore, the Company intends to review the number of employs that fall within the targeted diverse staff, to ensure that it is on track of its aim of having 50% of its employees be minorities, women, veterans, people with disabilities, and L.G.B.T.Q. + individuals.

- In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall always initially offer ***the Company's opportunities for*** advancement internally, as follows:

[1] https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf

- By providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals including minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +, for advancement;

- The Company targets hiring and advancing individuals consistent with the Total Civilian Labor Force for Massachusetts are as follows: Women 48.8%, Minorities 20.7%, Persons with Disabilities 12%, and Veterans 7%.

- Similar to the above, during the time of the Company's need for management and executive positions, the Company will first communicate this internally, and then will post notices during the hiring process in newspapers of general circulation such as the ***Worcester Telegram and other local newspapers***.

- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet ***quarterly*** to review and assess the Company's hires and hiring practices. ***Meeting Minutes*** will be provided to the Commission on request and for the Company's annual license renewal application.

- The Company shall require that 100% of its employees receive education on diversity, implicit biases and sensitivity within the ***first ninety (90) days of employment*** and ***once annually thereafter.***

Measurements:

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(8)(k) and this Diversity Policy. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

a. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license, and this number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within the target demographic groups;

b. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;

c. Number of jobs created since initial licensure;

d. Number of job postings in publications with supporting documentation; and

e. Number and subject matter of internal trainings held on diversity, implicit biases and equality and the number of employees in attendance.

The Company affirmatively states that: (1) it has reached out to MassHire to confirm that it can post job offers through that organization; (2) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other

applicable state laws; and (4) the Company will be required to document the progress or success of this plan, in its entirety, annually, upon renewal of its provisional license.

This policy may also be referred to by the Company as the “**Diversity Plan**”.