Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281764

Original Issued Date: 01/27/2021

Issued Date: 11/09/2023

Expiration Date: 11/09/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Coastal Cultivars, Inc.

Phone Number: 860-942-0472

Email Address: krishnagandhi89@gmail.com

Business Address 1: 399 Boylston St.

Business Address 2: Sixth Floor

Business City: Boston

Business State: MA

Business Zip Code: 02116

Mailing Address 1: 399 Boylston St.

Mailing Address 2: Sixth Floor

Mailing City: Boston

Mailing State: MA

Mailing Zip Code: 02116

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

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: 7.5

Percentage Of Control: 7.5

Role: Owner / Partner

Other Role:

First Name: Benjamin

Last Name: Smith

Suffix:

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 25 **Percentage Of Control:** 25

Role: Owner / Partner **Other Role:**

First Name: Jose **Last Name:** Breton **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 7.5 **Percentage Of Control:** 7.5

Role: Owner / Partner **Other Role:**

First Name: Jarrad **Last Name:** Glennon **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 60 **Percentage Of Control:** 60

Role: Owner / Partner **Other Role:**

First Name: Krishna **Last Name:** Gandhi **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 7.5 **Percentage of Ownership:** 7.5

Entity Legal Name: Samoel Ventures, LLC **Entity DBA:** **DBA City:**

Entity Description: Samoel Ventures is one of the Members of Coastal Cultivars. Jarrad Glennon (included in section 4) is the sole Member of Samoel Ventures, LLC

Foreign Subsidiary Narrative:

Entity Phone: **Entity Email:** **Entity Website:** N/A

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: Samoel Ventures, LLC is a Member of the Applicant Entity. Samoel Ventures, LLC is a single-member entity, and the sole member is Jarrad Glennon who has been listed as a Person with Direct or Indirect Authority in Section 4. Glennon's interest in the Marijuana Establishment is through Samoel Ventures, LLC.

Entity with Direct or Indirect Authority 2

Percentage of Control: 7.5 **Percentage of Ownership:** 7.5

Entity Legal Name: Greenfin LLC **Entity DBA:** **DBA City:**

Entity Description: Greenfin, LLC is one of the Members of Coastal Cultivars. Benjamin Smith (included in section 4) is the sole Member of Greenfin, LLC

Foreign Subsidiary Narrative:

Entity Phone: **Entity Email:** **Entity Website:** N/A

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: Greenfin, LLC is a Member of the Applicant Entity. Greenfin, LLC is a single member entity, and the sole member is Benjamin Smith who has been listed as a Person with Direct or Indirect Authority in Section 4. Smith's interest in the Marijuana Establishment is through Greenfin, LLC.

Entity with Direct or Indirect Authority 3

Percentage of Control: 60 **Percentage of Ownership:** 60

Entity Legal Name: Walnut 1st Partners LLC **Entity DBA:** **DBA City:**

Entity Description: Walnut 1st Partners, LLC is one of the Members of Coastal Cultivars. Krishna Gandhi (included in section 4) is the sole Member of Walnust 1st Partners, LLC

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: Walnut 1st Partners, LLC is a Member of the Applicant Entity. Walnut 1st Partners, LLC is a single-member entity, and the sole member is Krishna Gandhi who has been listed as a Person with Direct or Indirect Authority in Section 4. Gandhi's interest in the Marijuana Establishment is through Walnut 1st partners, LLC.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Jose **Last Name:** Breton **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $1000000 **Percentage of Initial Capital:** 50

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Krishna **Last Name:** Gandhi **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $1000000 **Percentage of Initial Capital:** 50

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Jose **Owner Last Name:** Breton **Owner Suffix:**

Entity Legal Name: JS Investments LLC **Entity DBA:** Euflora

Entity Description: Retail Marijuana Store and Retail Marijuana Cultivation

Entity Phone: 303-902-2871 **Entity Email:** bretonpepe@yahoo.com **Entity Website:**

Entity Address 1: 401 16th St. **Entity Address 2:**

Entity City: Denver **Entity State:** CO **Entity Zip Code:** 80202 **Entity Country:** USA

Entity Mailing Address 1: 6260 S Gun Club Road **Entity Mailing Address 2:**

Entity Mailing City: Aurora **Entity Mailing State:** CO **Entity Mailing Zip Code:** 80016 **Entity Mailing Country:** USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Jose **Owner Last Name:** Breton **Owner Suffix:**

Entity Legal Name: JS Investments Aurora, LLC **Entity DBA:** Euflora

Entity Description: Retail Marijuana Stores

Entity Phone: 303-902-2871 **Entity Email:** bretonpepe@yahoo.com **Entity Website:**

Entity Address 1: 6260 S Gun Club Road **Entity Address 2:**

Entity City: Aurora **Entity State:** CO **Entity Zip Code:** 80016 **Entity Country:** USA

Entity Mailing Address 1: 6260 S Gun Club Road **Entity Mailing Address 2:**

Entity Mailing City: Aurora **Entity Mailing State:** CO **Entity Mailing Zip Code:** 80016 **Entity Mailing Country:** USA

Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Jose **Owner Last Name:** Breton **Owner Suffix:**

Entity Legal Name: Peoria Partners LLC **Entity DBA:** District Edibles

Entity Description: Marijuana Infused Product Facility

Entity Phone: 303-902-2871 **Entity Email:** bretonpepe@yahoo.com **Entity Website:**

Entity Address 1: 5475 Peoria St. **Entity Address 2:**

Entity City: Denver **Entity State:** CO **Entity Zip Code:** 80239 **Entity Country:** USA

Entity Mailing Address 1: 6260 S Gun Club Road **Entity Mailing Address 2:**

Entity Mailing City: Aurora **Entity Mailing State:** CO **Entity Mailing Zip Code:** 80016 **Entity Mailing Country:** USA

Business Interest in Other State 4

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Jose **Owner Last Name:** Breton **Owner Suffix:**

Entity Legal Name: CO&RO Partners LLC **Entity DBA:** Euflora

Entity Description: Retail Marijuana Store

Entity Phone: 303-902-2871 **Entity Email:** **Entity Website:**

bretonpepe@yahoo.com

Entity Address 1: 250 S. Main St. **Entity Address 2:**

Entity City: Longmont **Entity State:** CO **Entity Zip Code:** 80501 **Entity Country:** USA

Entity Mailing Address 1: 6260 S Gun Club Road **Entity Mailing Address 2:**

Entity Mailing City: Aurora **Entity Mailing State:** CO **Entity Mailing Zip Code:** 80016 **Entity Mailing Country:** USA

Business Interest in Other State 5

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Jose **Owner Last Name:** Breton **Owner Suffix:**

Entity Legal Name: L3Astockcomplex LLC **Entity DBA:** Euflora

Entity Description: Retail Marijuana Store and Retail Marijuana Greenhouse Cultivation

Entity Phone: 303-902-2871 **Entity Email:** bretonpepe@yahoo.com **Entity Website:**

Entity Address 1: 4305 Brighton Blvd **Entity Address 2:**

Entity City: Denver **Entity State:** CO **Entity Zip Code:** 80216 **Entity Country:** USA

Entity Mailing Address 1: 6260 S Gun Club Road **Entity Mailing Address 2:**

Entity Mailing City: Aurora **Entity Mailing State:** CO **Entity Mailing Zip Code:** 80016 **Entity Mailing Country:** USA

Business Interest in Other State 6

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Jose **Owner Last Name:** Breton **Owner Suffix:**

Entity Legal Name: Aspen P&P **Entity DBA:** Euflora

Entity Description: Retail Marijuana Store

Entity Phone: 303-902-2871 **Entity Email:** bretonpepe@yahoo.com **Entity Website:**

Entity Address 1: 710 E. Durant Ave **Entity Address 2:**

Entity City: Aspen **Entity State:** CO **Entity Zip Code:** 81611 **Entity Country:** USA

Entity Mailing Address 1: 6260 S Gun Club Road **Entity Mailing Address 2:**

Entity Mailing City: Aurora **Entity Mailing State:** CO **Entity Mailing Zip Code:** 80016 **Entity Mailing Country:** USA

Business Interest in Other State 7

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Krishna **Owner Last Name:** Gandhi **Owner Suffix:**

Entity Legal Name: JBK Hotels, LLC **Entity DBA:**

Entity Description: Hotel

Entity Phone: 860-942-0472 **Entity Email:** krishnagandhi89@gmail.com **Entity Website:**

Entity Address 1: 800 15th St **Entity Address 2:**

Entity City: Denver **Entity State:** CO **Entity Zip Code:** 80202 **Entity Country:** USA

Entity Mailing Address 1: Po Box 158 **Entity Mailing Address 2:**

Entity Mailing City: Golden **Entity Mailing State:** CO **Entity Mailing Zip Code:** 80402 **Entity Mailing Country:** USA

Business Interest in Other State 8

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Krishna **Owner Last Name:** Gandhi **Owner Suffix:**

Entity Legal Name: Walnut 34th Partners LLC **Entity DBA:**

Entity Description: Hotel

Entity Phone: 860-942-0472 **Entity Email:** krishnagandhi89@gmail.com **Entity Website:**

Entity Address 1: 5425 Juliet Blvd **Entity Address 2:**

Entity City: Naples **Entity State:** FL **Entity Zip Code:** 34109 **Entity Country:** USA

Entity Mailing Address 1: Po Box 158 **Entity Mailing Address 2:**

Entity Mailing City: Golden **Entity Mailing State:** CO **Entity Mailing Zip Code:** 80402 **Entity Mailing Country:** USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 0 Patterson Brook Road

Establishment Address 2:

Establishment City: Wareham **Establishment Zip Code:** 02576

Approximate square footage of the Establishment: 100000 **How many abutters does this property have?:** 17

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
Plan to Remain Compliant with Local Zoning	PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING.pdf	pdf	5e99e0202b97cf38fa378316	04/17/2020
Certification of Host Community Agreement	HCA Cert.pdf	pdf	5e99ea40b014bf38e46d0778	04/17/2020
Community Outreach Meeting Documentation	Community outreach attestation and documentation.pdf	pdf	5f96d6254a2789086108aa62	10/26/2020
Community Outreach Meeting Documentation	RW Disclosure.pdf	pdf	5f9845de7083620840283e51	10/27/2020

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PLAN FOR POSITIVE IMPACT.pdf	pdf	5e99ebec2eba6d38ef167d77	04/17/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Jarrad

Last Name: Glennon **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role:

Other Role:

First Name: Benjamin

Last Name: Smith **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role:

Other Role:

First Name: Jose

Last Name: Breton **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role:

Other Role:

First Name: Krishna

Last Name: Gandhi **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: Greenfin LLC

Entity DBA:

Entity Description: Greenfin is a member of Coastal Cultivars, INC. Benjamin Smith is the sole member of Greenfin LLC

Phone: 617-838-7997

Email: jarrad.glennon@gmail.com

Primary Business Address 1: 3 Codman Road

Primary Business Address 2:

Primary Business City: Hingam

Primary Business State: MA

Principal Business Zip Code: 02043

Additional Information:

Entity Background Check Information 2

Role: Parent Company

Other Role:

Entity Legal Name: Samoel Ventures LLC

Entity DBA:

Entity Description: Samoel Ventures LLC is a member of Coastal Cultivars, INC. Jarrad Glennon is the sole member of Samoel Ventures LLC

Phone: 617-838-7997

Email: jarrad.glennon@gmail.com

Primary Business Address 1: 399 Boylston Street

Primary Business Address 2:

Primary Business City: Boston

Primary Business State: MA

Principal Business Zip

Code: 02116

Additional Information:

Entity Background Check Information 3

Role: Parent Company **Other Role:**

Entity Legal Name: Walnut 1st Partners LLC **Entity DBA:**

Entity Description: Walnut 1st Partners is a member of Coastal Cultivars, INC. Krishna Gandhi is the sole member Walnut 1st Partners LLC

Phone: 860-942-0472 **Email:** krishnagandhi89@gmail.com

Primary Business Address 1: 82 Wendell Ave **Primary Business Address 2:** STE 100

Primary Business City: Pittsfield **Primary Business State:** MA **Principal Business Zip Code:** 01201

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	AO Coastal.pdf	pdf	5e99f404482e703583b7de9a	04/17/2020
Bylaws	Operating Agreement.pdf	pdf	5e99f4439a385038d9d8d125	04/17/2020
Secretary of Commonwealth - Certificate of Good Standing	Sec of State Good Standing.pdf	pdf	5f9327490daeb60847fa949a	10/23/2020
Department of Revenue - Certificate of Good standing	09042020 MA DoR Certificate of Good Standing.pdf	pdf	5f93277357d9d707ee4d57e1	10/23/2020
Secretary of Commonwealth - Certificate of Good Standing	09042020 MA DoU Certificate of Compliance.pdf	pdf	5f96da404a2789086108aa85	10/26/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	20230503 Mass Dept of Rev - COGS.pdf	pdf	64b5a158e317fe0008e4ca43	07/17/2023
Department of Unemployment Assistance - Certificate of Good standing	20230711 Department of Unemployment Assistance COGS.pdf	pdf	64b5a15acabc87000717f8ec	07/17/2023
Secretary of Commonwealth - Certificate of Good Standing	20230711 Secretary of Commonwealth - COGS.pdf	pdf	64b5a15ee317fe0008e4ca5a	07/17/2023

Massachusetts Business Identification Number: 001352314

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	2023 Product Manufacturing Timeline.pdf	pdf	636a9e5548ddb300087b56a3	11/08/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Rest access.pdf	pdf	5fa2ce0d57d9d707ee4d785f	11/04/2020
Security plan	Security Plan rev 1.pdf	pdf	5fa2ce1d75aac308359ac177	11/04/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5fa2ce2cedc7d60856d9671f	11/04/2020
Storage of marijuana	Storage Procedures.pdf	pdf	5fa2ce400daeb60847fab493	11/04/2020
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5fa2ce4b75aac308359ac17d	11/04/2020
Inventory procedures	Inventory Procedures.pdf	pdf	5fa2ce59dd2d7407bedeb21c	11/04/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5fa2ce663bf49c082a425680	11/04/2020
Personnel policies including background checks	Personnel Policies inc background checks.pdf	pdf	5fa2ce7a708362084028562c	11/04/2020
Record Keeping procedures	Record keeping Procedures.pdf	pdf	5fa2ce870daeb60847fab499	11/04/2020
Maintaining of financial records	Maintaining Financial Records.pdf	pdf	5fa2ce9557d9d707ee4d7869	11/04/2020
Diversity plan	Diversity plan rev 2.pdf	pdf	5fa2ceabdd2d7407bedeb220	11/04/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5fa2cec15b823307b79b5f46	11/04/2020
Safety Plan for Manufacturing	Safety Plan for Manufacturing.pdf	pdf	5fa2cef4dd2d7407bedeb226	11/04/2020
Plan to Obtain Marijuana	Plan to obtain marijuana.pdf	pdf	5fa2cf093bf49c082a425684	11/04/2020

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 Agree

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

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

Notification:

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

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: Since the license is not final, we have not worked towards our Positive Impact Plan yet in relation to the PM license.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Since the license is not final, we have not hired any employees to be compliant with our Diversity Plan in relation to the PM license.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	Draft Vape Cart Texts.pdf	pdf	61e5abdbd04772090d59dca2	01/17/2022

Name of Item: Vape Cartridge refill

Item Type: Concentrate

Item Description: 0.5g vape cartridge refills. These will be made at a licensed 3rd party lab using biomass from our cultivation and filled using our Product Manufacturing license. Strains will be seasonal to match harvested strains that are sold as flower or pre-rolls through the cultivation. All naming will continue to comply with Mass 935cmr500.

HOURS OF OPERATION

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

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Applicant has already received and executed a special permit with the Town of Wareham. A copy of the Special Permit and its terms has been attached to this section of the Application. The 20 day appeal period has already expired and no appeals were filed.

The Special Permit is valid for two years and Applicant has an option to extend the duration of the Special Permit for an additional one year.

Applicant shall remain transparent to the local Wareham Zoning Authority in an effort to ensure that Applicant remains compliant with the local zoning rules and regulations. Prior to any and all changes proposed for the facility, the Applicant shall undergo the appropriate zoning process, including obtaining all required licenses and permits necessary for such changes.

Applicant shall also appoint a Chief Compliance Officer who will be primarily responsible for staying up to date with local zoning ordinances.

Applicant has an open line of communication with local authorities and will continue to maintain continuous contact with them to ensure complete compliance with all governing rules and regulations.

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, Jarrad M. Glennon, (*insert name*) certify as an authorized representative of Coastal Cultivars, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with the town of Wareham, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on March 21, 2019 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Derek Sullivan, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Wareham (*insert name of host community*) to certify that the applicant and Town of Wareham (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 3/21/2017 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): 10/29/19

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

    a. Date of publication: 08/22/19

    b. Name of publication: Wareham Week

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

    a. Date notice filed: 09/22/19

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

    a. Date notice(s) mailed: 10/18/19

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
    a. The type(s) of ME or MTC to be located at the proposed address;
    b. Information adequate to demonstrate that the location will be maintained securely;
    c. Steps to be taken by the ME or MTC to prevent diversion to minors;
    d. A plan by the ME or MTC to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

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

Name of applicant:

Coastal Cultivars

Name of applicant's authorized representative:

Ryan Wimpee

Signature of applicant's authorized representative:

Attachment A

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment, Coastal Cultivars LLC is scheduled for 12/19/2018 at 6 PM at Wareham Town Hall Auditorium 54 Wareham Rd, Wareham . The proposed Marijuana Cultivation and Processing Facility is anticipated to be located at 0 Patterson Brook Road , Wareham, MA. There will be an opportunity for the public to ask questions.

Attachment A

Invoice

Wareham Week
A Beaver Dam Partners, Inc. Publication

219C Main Street
Wareham, MA 02571

Date	Invoice #
8/19/2019	32176
Rep	AG

Bill To

Coastal Cultivars, LLC
attn: Ben Smith
5 Studley Road
Hingham, MA 02043

Terms

Quantity	Item Code	Description	Price Each	Amount
1.5	LEGAL	Legal Ad - Community Outreach Notice Wareham Week August 22, 2019	16.00	24.00

Total **$24.00**

Payments/Credits $0.00

Balance Due **$24.00**

Phone # 508-322-7157

Attachment B

2019 OCT 21 AM 11:54

WAREHAM TOWN CLERK
2019 OCT 21 AM 11:54

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday 10/29/2019 at 6 pm at Wareham Town Hall auditorium 54 Marion Rd, Wareham. Coastal Cultivars is proposing a Marijuana Cultivation and Product Manufacturing facility, anticipated to be located at 0 Patterson Brook Road, Wareham. There will be an opportunity for the public to ask questions.

Attachment C

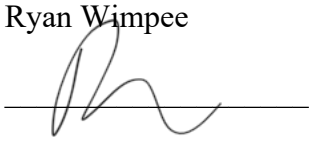
Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment, Coastal Cultivars LLC is scheduled for 12/19/2018 at 6 PM at Wareham Town Hall Auditorium 54 Wareham Rd, Wareham . The proposed Marijuana Cultivation and Processing Facility is anticipated to be located at 0 Patterson Brook Road , Wareham, MA. There will be an opportunity for the public to ask questions.

Disclosure

Mr. Ryan Wimpee does not have any ownership or direct or indirect control over the business, and he is not a Close Associate.

I, Ryan Wimpee, do attest that these above statements are true on the 26th day of October, 2020.

Ryan Wimpee



Gmail

Krishna Gandhi <krishnagandhi89@gmail.com>

Coastal Cultivars - License Renewal

Krishna Gandhi <krishnagandhi89@gmail.com> Mon, Sep 26, 2022 at 1:05 PM
To: Kenneth Buckland <kbuckland@wareham.ma.us>

Hi Ken,

I just realized I'm also supposed to ask if there was any cost the town imposed by our operation?

In accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.26. 935 CMR 500.103(4)(f); 935 CMR 501.103(4)(f).

Thank you,
Krishna Gandhi
Coastal Cultivars, Inc
[Quoted text hidden]

Gmail

Krishna Gandhi <krishnagandhi89@gmail.com>

Coastal Cultivars - License Renewal

Kenneth Buckland <kbuckland@wareham.ma.us> Thu, Sep 29, 2022 at 10:03 AM
To: Krishna Gandhi <krishnagandhi89@gmail.com>

The town has experienced no direct costs associated with the Coastal Cultivars establishment. However, as previously noted, there remains a stigma associated with marijuana businesses that has caused the loss of other non-MJ businesses and the loss of associated tax revenue.

Ken

Kennetih Buckland

Director of Planning and Community Development

Town of Wareham

508.291.3100 x 6501

From: Krishna Gandhi <krishnagandhi89@gmail.com>
Sent: Monday, September 26, 2022 3:05:24 PM
To: Kenneth Buckland
Subject: Re: Coastal Cultivars - License Renewal

[Quoted text hidden]

Disclaimer

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PLAN FOR POSITIVE IMPACT

Given that Applicants proposed cultivation is located in Wareham, MA, which is specifically designated as an area of disproportionate impact by the Commission, Applicant will take several actions to positively impact the area and community.

First, through applicants hiring process, it will actively seek individuals who have been negatively impacted by cannabis prohibition and benefit their lives through gainful, satisfying employment. This will not only positively impact the person in their individual capacity, however it will also positively impact their family. Moreover, the surrounding community will benefit from the individual's employment because they will be able to contribute to the community's business market because they will have increased resources to spend.

To accomplish this goal, the Applicant shall seek to employ at least 25% of its employees from geographic areas of disproportionate impact, specifically Wareham, MA, or individuals who personally have, or have spouses that have, drug convictions. To meet this goal, the Applicant will place classifieds in the local newspapers (the Wareham Week, the Standard Times, Old Colony Memorial, and online job sites such as Indeed, Linkedin, and Monster) that is specifically tailored such individuals and will also actively seek out these individuals. Classifieds will initially be run bi-weekly to initially staff the operation. Moreover, during harvesting season, the Applicant shall post bi-weekly classifieds in the identified newspapers. The Applicant shall report the progress of the plan upon the request of the CCC or the Town of Wareham, however, it will also be reported during each renewal at a minimum. Applicant shall count the total number of employee's and determine what percentage of its employee's fall under this designation to ensure the goal of 25% as a metric to measure progress.

The Applicant's goals to provide employment to the identified individuals above are to reduce the barriers these individuals face when attempting to enter into the commercial adult-use cannabis industry. By opening the Applicant's door to these individuals, they will gain experience in the industry will be provided with networking opportunities within the industry. Moreover, they will receive mentoring and professional development through the Applicant's training programs and by working closely with the Applicant. Finally, the individuals identified above who are employed by the Applicant receive benefits identified in the Personnel Policy section.

Second, Applicant has committed to making a good faith effort in a legal and non-discriminatory manner to hire or contract with local businesses, suppliers, contractors, builders, and vendors for the goods and services required for the construction, maintenance, and continued operation of the facility. Moreover, the applicant has committed to providing at least 60 collective man hours a year for community service activities such as bi-annual Town-sponsored educational programs on public health and drug abuse prevention, senior assistance (providing education on cannabis, including proper consumption and storage, along with preferential hiring), annual community cleanup, and veteran's assistance (also included in the diversity plan. In addition to participating in Town-sponsored educational programs, the Applicant plans on hosting industry specific educational programs to assist individuals who have been negatively impacted by cannabis prohibition enter into the industry. The Applicant shall work closely with Wareham to plan and host bi-annual industry specific educational programs and Applicant shall target as many

individuals as possible due to the fact that these programs will be made open to the public. The Applicant shall attend all town sponsored educational programs.

For the purposes of showing the metrics for the Applicant's progress, it shall diligently log the hours provided by Applicant and its employees to ensure that at least 60 hours of service have been achieved. Additionally, it will record and maintain files showing each educational program and industry specific educational program that shows date, time, attendance, any guest speakers and/or presenters, subject matter, and any other information requested by Wareham and/or the Commission. Finally, Applicant shall maintain records of all local businesses, suppliers, contractors, builders, and vendors for the goods and services used for the construction, maintenance, and continued operation of the facility.

Applicant shall strictly abide by the advertising, branding, marketing, and sponsorship practices set forth by 935 CMR 500.105(4). One of Applicant's owners has extensive experience with advertising, branding, marketing, and sponsorship practices in other states and has closely followed all rules and regulations.

Further, Applicant shall not take any actions or institute any programs that will violate the CCC's regulations with respect to limitations on ownership, control, or other state laws.

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company
Certificate of Organization
(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

(1) The exact name of the limited liability company:

Coastal Cultivars, LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:

399 Boylston Street, 6th Floor, Boston, MA 02116

(3) The general character of the business:

Real estate development and business activities permitted under the Massachusetts Limited Liability Company Act.

(4) Latest date of dissolution, if specified: _____

(5) The name and street address, of the resident agent in the commonwealth:

NAME	ADDRESS
Registered Agents Inc.	82 Wendell Avenue, Ste. 100, Pittsfield, MA 01201

(6) The name and business address, if different from office location, of each manager, if any:

NAME	ADDRESS
Jarrad M. Glennon	399 Boylston Street, 6th Floor, Boston, MA 02116
Benjamin Smith	399 Boylston Street, 6th Floor, Boston, MA 02116

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

NAME	ADDRESS

(8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME	ADDRESS
Jarrad M. Glennon	399 Boylston Street, 6th Floor, Boston, MA 02116
Benjamin Smith	399 Boylston Street, 6th Floor, Boston, MA 02116

(9) Additional matters:

Signed by *(by at least one authorized signatory)*: _____

Consent of resident agent:

I Registered Agents Inc. _____,

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Limited Liability Company Certificate
(General Laws Chapter 156C, Section 12)

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of $_____ having been paid, said application is deemed to have been filed with me this

_____ day of October, 20 18, at _____a.m./p.m.
time

Effective date:_____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: $500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY
Contact Information:

Registered Agents Inc.

82 Wendell Avenue, Ste. 100

Pittsfield, MA 01201

Telephone: _____

Email: _____

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

COASTAL CULTIVARS, LLC

Federal Tax ID No. 83-2354890

A Massachusetts Limited Liability Company

THIS OPERATING AGREEMENT (the "Agreement") of Coastal Cultivars, LLC (the "LLC"), dated as of October 31, 2018, is among each of the persons named on Schedule A hereto as a Manager (collectively, the "Managers", and individually, a "Manager") and each of the persons named on Schedule B hereto as a Member (collectively, the "Members", and individually, a "Member"). The Members and the Managers, intending to form a limited liability company pursuant to the Massachusetts Limited Liability Company Act, M.G.L. c.156C (the "Act"), hereby agree as follows:

1. Name of LLC. The name of the LLC is Coastal Cultivars, LLC.

2. Business of LLC; Purpose and Powers.

(a) The purpose of the LLC is to indirectly or directly through joint ventures, partnerships or other entities acquire, own, hold, maintain, operate, construct, rehabilitate, renovate, improve, finance, refinance, manage, develop, sell, convey, lease and mortgage real property as well as perform activities related to the aforementioned (the "Business"), together with such other activities as may be necessary or advisable in connection with the operation of the Business, and to engage in any other activity in which limited liability companies organized under the laws of the Commonwealth of Massachusetts may lawfully engage.

(b) The business and affairs of the LLC shall be managed by the Managers, who may exercise all of the powers of the LLC except as otherwise provided by law or this Agreement. All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Managers, and the Members shall have no voting rights except as specifically provided in this Agreement. The Managers shall devote such time to the affairs of the LLC as may be reasonably necessary for the performance by such Managers of such Managers' duties hereunder, provided that such Managers shall not be required to devote full time to such affairs. Subject to the provisions of this Agreement, specifically, but not by way of limitation, the Managers shall be authorized, for and on behalf of the LLC, to cause the LLC to do all things necessary or appropriate to carry on the business and purposes of the LLC, including without limitation the following:

(i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the

LLC's assets, and, as security therefore, to mortgage, pledge or otherwise encumber the assets of the LLC;

(ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;

(iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member, and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;

(iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(vi) to cause the LLC's property to be maintained and operated by law, by any mortgages encumbering such property from time to time and by any lease, agreement or rental arrangement pertaining to such property;

(vii) to cause necessary and proper repairs to be made and supplies necessary for the proper operating, maintenance and repair of the LLC's property to be obtained;

(viii) to lease, sell, finance or refinance all or any portion of the LLC's property;

(ix) to take any action of any nature whatsoever necessary to offer and sell membership interests in the LLC, including without limitation, the qualification or registration of such interests under applicable state securities law; and

(x) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.

(c) Any Manager is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts. Any Manager is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the land court.

3. Title to Property. The LLC assets shall be owned by the LLC as an entity, and no Member shall have any ownership interest in the LLC assets in that Member's individual name or right, and each Member's percentage interest shall be personal property for all purposes. The LLC shall hold the LLC assets in the name of the LLC and not in the name of any Member.

4. Tax Status. The LLC is intended to be treated as a partnership for federal and, if applicable, state and local income tax purposes. The LLC and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment. This classification for tax purposes shall not create or imply a general partnership, limited partnership or joint venture for state law or any other purposes other than as set forth in the immediately preceding sentence, and neither this Agreement nor any document entered into by the LLC or any Member shall be construed to suggest otherwise.

5. Expenses. The LLC shall pay all costs and expenses arising from the organization and operations of the LLC. The LLC shall reimburse its Managers and Officers for reasonable out-of-pocket expenses incurred by them on behalf of the LLC.

6. Managers.

(a) Number, Election and Qualification. The number of Managers shall be determined by resolution of the Members, unless the Members specifically vote pursuant to Section 7(c) to be Member-managed, in which case there shall be no Managers. The Managers shall be elected at an annual meeting of Members. Managers need not be Members of the LLC. The number of Managers is hereby initially fixed at one (1), and the people named on Schedule A are currently serving as Managers.

Each person elected to serve as a Manager of the LLC shall sign this Agreement, or a counterpart hereof or amendment hereto, or other writing pursuant to which such person (a) acknowledges receipt of a copy of this Agreement, as amended and in effect as of the date of such writing, (b) agrees that he or she is a party to and bound by this Agreement, (c) agrees to perform the duties of a Manager hereunder, and (d) agrees to execute and deliver such additional agreements, instruments, certificates and documents, including without limitation and amendment to the Certificate, which may be necessary, appropriate or convenient to reflect the foregoing matters and the election of such person as a Manager of the LLC.

Upon the death, resignation, removal or expiration of the term of any Manager (a "Terminated Manager"), (i) such Terminated Manager shall have no further authority under this Agreement, (ii) such Terminated Managers shall have no further obligations or rights under this Agreement (except for liabilities and rights accruing prior to the date of death, resignation, removal or expiration of such Manager's term), and (iii) no writing or instrument shall be required to be executed by the LLC or the Terminated Manager to reflect such cessation of service, except that the Terminated Manager (or such Manager's Legal Representative or attorney-in-fact, as provided in the following paragraph) shall execute and deliver any agreement, instrument, certificate or documents, including an amendment to the Certificate, which may be reasonably required to reflect that the Terminated Manager is no longer a Manager of LLC.

Each person now or hereafter serving as a Manager of the LLC, by execution of this Agreement, an amendment hereto, or an instrument acknowledging that such person is bound hereby, hereby constitutes and appoints each other person who may from time to time be serving as a Manager, and each of them acting singly, such Manager's agent and attorney-in-fact for the purpose of executing and delivering any and all agreements, instruments and other documents (including without limitation, an amendment to the Certificate) as are necessary or appropriate to reflect that he, she or it is no longer a Manager of the LLC following the death, resignation, removal or expiration of the term of such Manager, which power of attorney, is hereby agreed and acknowledged to be coupled with an interest and irrevocable, and shall survive the death, dissolution, bankruptcy or incapacity of any manager until such time as the withdrawal of such Manager from the LLC has been reflected by all necessary or appropriate agreements, instruments and other documents.

(b) Enlargement of the Board. The number of Managers may be increased at any time and from time to time by the Members or by a majority of the Managers then in office.

(c) Tenure. Each Manager shall hold office until the next annual meeting and until such Manager's successor is duly elected and qualified, or until his earlier death, resignation or removal.

(d) Vacancies. Unless and until filled by the Members, any vacancy in the Board of Managers, however occurring, including a vacancy resulting from an enlargement of the Board may be filled by vote of a majority of the Managers then in office, although less than a quorum, or by a sole remaining Manager. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, and a Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

(e) Resignation. Any Manager may resign by delivering such Manager's written resignation to the LLC at its principal office. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(f) Regular Meetings. Regular meetings of the Managers may be held without notice at such time and place, either within or without the Commonwealth of Massachusetts, as shall be determined from time to time by the Managers; provided that any Manager who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Managers may be held without notice immediately after and at the same place as the annual meeting of Members.

(g) Special Meetings. Special meetings of the Managers may be held at any time and place, within or without the Commonwealth of Massachusetts, designated in a call by any Manager.

(h) Notice of Special Meetings. Notice of any special meeting of Managers shall be given to each Manager by the Manager calling the meeting. Notice shall be duly given to each

Manager (i) by giving notice to such Manager in person or by facsimile or telephone at least 24 hours in advance of the meeting, (ii) by sending a telegram, facsimile or telex, or delivering written notice by hand, to his last known business or home address at least 24 hours in advance of the meeting, or (iii) by mailing written notice to his last known business or home address at least 72 hours in advance of the meeting. A notice or waiver of notice of a meeting of the Managers need not specify the purposes of the meeting.

(i) Meetings by Telephone Conference Calls. Managers or any members of any committee designated by the Managers may participate in a meeting of the Managers or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

(j) Quorum. A majority of the total number of the Managers shall constitute a quorum at all meetings of the Managers. In the event one or more of the Managers shall be disqualified to vote at any meeting, then the required quorum shall be reduced by one for each such Manager so disqualified; provided, however, that in no case shall less than one-third of the number so fixed constitute a quorum. In the absence of a quorum at any such meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

(k) Action at Meeting. At any meeting of the Managers at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law, the Certificate or this Agreement.

(l) Action by Consent. Any action required or permitted to be taken at any meeting of the Managers may be taken without a meeting, if all Managers consent to the action in writing, and the written consents are filed with the minutes of proceedings of the Managers.

(m) Removal. Except as otherwise provided by the Act, any one or more or all of the Managers may be removed, with or without case, by Members holding a majority of the Percentage Interests then held by all Members, except that the Managers elected by the holders of a particular class or series of Members may be removed without cause only by vote of Members holding a majority in Percentage Interest of such class or series.

(n) Compensation of Managers. Managers may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Managers may from time to time determine. No such payment shall preclude any Manager from serving the LLC or any of its parent or subsidiary entities in any other capacity and receiving compensation for such service.

7. Members.

(a) Place of Meetings. All meetings of Members shall be held at such place within or without the Commonwealth of Massachusetts as may be designated from time to time by the Managers or, if not so designated, at the registered office of the LLC.

(b) Annual Meeting. There shall be held an annual meeting of Members for the election of Managers and for the transaction of such other business as may properly be brought before the meeting. Such annual meeting shall be held on a date to be fixed by the Managers (which date shall not be a legal holiday in the place where the meeting is to be held) at the time and place to be fixed by the Managers and stated in the notice of the meeting. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu of the annual meeting, and any action taken at that special meeting shall have the same effect as if it had been taken at the annual meeting, and in such case all references in this Agreement to the annual meeting of the Members shall be deemed to refer to such special meeting.

(c) Right to Elect to be Member-Managed. At any annual meeting (or any special meeting, as described in Section 7(d) below), the Members may elect (by vote of Members holding two-thirds of the Percentage Interests held by all Members) to cause the LLC to be managed by the Members. In connection with any such election, this Agreement shall be amended by the Members to reflect appropriate provisions regarding the management and operation of the LLC by the Members.

(d) Special Meetings. Special meetings of Members may be called at any time by the Managers. Business transacted at any special meeting of Members shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

(e) Notice of Meetings. Except as otherwise provided by law, written notice of each meeting of Members, whether annual or special, shall be given not less than 10 nor more than 60 days before the date of the meeting to each Member entitled to vote at such meeting. The notices of all meetings shall state the place, date and hour of the meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the Member at his address as it appears on the records of the LLC.

(f) Voting List. The officer who has charge of the membership ledger of the LLC shall prepare, at least 10 days before every meeting of Members, a complete list of the Members entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each Member and such Member's Percentage Interest. Such list shall be open to the examination of any Member, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, at a place within the city where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time of the meeting and may be inspected by any Member who is present.

(g) Quorum. Except as otherwise provided by law, the Certificate or this Agreement, the holders of a majority of the Percentage Interests of the LLC and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business.

(h) Adjournments. Any meeting of Members may be adjourned to any other time and to any other place at which a meeting of Members may be held under this Agreement by the Members present or represented at the meeting and entitled to vote, although less than a quorum. It shall not be necessary to notify any Member of any adjournment of less than 30 days if at the

time and place of the adjournment a new record date is fixed for the adjourned meeting. At the adjourned meeting, the LLC may transact any business which might have been transacted at the original meeting.

(i) Voting and Proxies. Each Member of record shall be entitled to vote at a meeting of Members, or to express consent or dissent to LLC action in writing without a meeting. A Member may vote or express such consent or dissent in person or may authorize another person or persons to vote or act for him by written proxy executed by the Member of his authorized agent and delivered to any Manager of the LLC. No such proxy shall be voted or acted upon after three years from the date of its execution, unless the proxy expressly provides for a longer period.

(j) Action at Meeting. When a quorum is present at any meeting, the Members representing a majority of the total Percentage Interests of all Members entitled to vote shall decide any matter to be voted upon by the Members at such meeting, except when a different vote is required by express provision of law, the Certificate or this Agreement.

(k) Action without Meeting. Any action required or permitted to be taken at any annual or special meeting of Members of the LLC may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the Members having not less than the minimum aggregate Percentage Interests that would be necessary to authorize to take such action if such Members were present and voted. Prompt notice of the taking of an action without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

(l) Record Date. The Managers may fix in advance a date as a record date for the determination of the Members entitled to notice of or to vote at any meeting of Members or to express consent (or dissent) to LLC action in writing without a meeting, or entitled to receive payment of any distribution or allotment of any rights in respect of any change, conversion or exchange of interests, or for the purpose of any other lawful action. Such record date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 10 days after the date of adoption of a record date for a written consent without a meeting, nor more than 60 days prior to any other action to which such record date relates.

If no record date is fixed, the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. The record date for determining Members entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Managers is necessary, shall be the day on which the first written consent is properly delivered to the LLC. The record date for determining Members for any other purpose shall be at the close of business on the day on which the Board of Managers adopts the resolution relating to such purpose.

A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board of Managers may fix a new record date for the adjourned meeting.

8. Interpretation of Rights and Duties of Managers and Members. To the fullest extent permitted by the Act and other applicable law, and to the extent not inconsistent with the specific provisions of this Agreement or the Certificate, it is the intention of the parties that:

(a) the Managers shall have the power to do any and all acts, statutory and otherwise, with respect to the LLC which the board of directors of a Massachusetts corporation would have with respect to such Massachusetts corporation; and

(b) the Members shall have no power or authority whatsoever with respect to the management of the business and affairs of the LLC.

9. Member Approval Requirements. Notwithstanding any provisions of this Agreement to the contrary, without the prior written Consent of the Members, the Managers shall not cause the LLC to (and the LLC shall not) take any of the following actions:

(a) sell all or substantially all of the assets of the LLC;

(b) cause the LLC to enter into any agreement or arrangement with any of the Managers or any of their respective Affiliates pursuant to which any Manager or any of such Affiliates is to receive compensation of any kind.

10. Binding the LLC. Except as the Managers may generally or in any particular case or cases otherwise authorize, and subject to the other provisions of this Agreement and the Certificate, all deeds, leases, contracts, bonds, notes, checks, drafts or other obligations made, accepted or endorsed by the LLC shall be signed by the Managers.

11. Contracts with Members. Subject to the provisions of Section 9(b), with the approval of a majority in number of disinterested Managers in each case, the LLC may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any Member or Affiliate of a Member, and may pay compensation in connection with such business, goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error.

12. Indemnification and Exculpation. No Manager, or its Affiliates, shall have any liability to the LLC or to any Member for any loss suffered by the LLC which arises out of any action or inaction of any manager or its Affiliates if such Manager or its Affiliates, as the case may be, in good faith, determined that such course of conduct was in the best interests of the LLC and such course of conduct did not constitute gross negligence or willful misconduct of such Manager or its Affiliates. Each Manager and its Affiliates shall be indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Manager or its Affiliates on behalf of the LLC, provided that no indemnification shall be provided for any person with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the LLC. Without limiting the foregoing, such

indemnification may include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated not to be entitled to indemnification under this Section 12, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any indemnification to be provided hereunder may be provided although the person to be indemnified is no longer a Manager or an Affiliate of a Manager.

Notwithstanding the foregoing, no Manager, nor its respective Affiliates, nor any person acting as a broker-dealer, shall be indemnified for any losses, liabilities or expenses arising from or out of a violation of federal or state securities laws or any other intentional or criminal wrongdoing. Any indemnity under this Section 12 shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof. The LLC shall not incur the cost of that portion of any insurance, other than public liability insurance, which insures any party against any liability as to which such party is herein prohibited from being indemnified.

13. Other Activities. Except as provided in Section 9(b) above, the Members, Managers and any Affiliates of any of them, may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships or other limited liability companies with purposes similar to those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

14. Office of the Limited Liability Company; Agent for Services of Process. The address of the office of the LLC for purposes of Section 5 of the Act is 399 Boylston Street, 6th Floor, Boston, MA, 02116. The name and address of the resident agent for service of process for the LLC is Registered Agents Inc., 82 Wendell Avenue, Suite 100, Pittsfield, MA 01201. The Managers may establish places of business of the LLC within and without the Commonwealth of Massachusetts, as and when required by its business and in furtherance of its purposes set forth in Section 2 hereof and may appoint agents for service of process in all jurisdiction in which the LLC shall conduct business. The Managers may cause the LLC to change from time to time its resident agent for service of process, or the location of its registered office; provided, however, that the Members shall promptly be notified in writing of any such change.

15. Organization. The Managers shall cause to be filed such certificates and documents as may be necessary or appropriate to comply with the Act and any other applicable requirements for the operation of a limited liability company in accordance with the laws of the Commonwealth of Massachusetts and any other jurisdiction in which the LLC shall conduct business, and shall continue to do so for so long as the LLC conducts business therein.

16. Term of the LLC. The term of the LLC commenced upon the filing on the date of a Certificate of Organization in the Office of the Secretary of State of the Commonwealth of Massachusetts and shall continue indefinitely with no specific date of dissolution.

17. Member Names; Units; Members' Capital Contributions; Capital Accounts; Additional Capital; Profits Interests; and Liability of Members.

(a) Member Names. The Members of the LLC shall be the persons identified on Schedule B hereto, as may be amended from time to time. The Members shall have only such rights with respect to the LLC as specifically peovided in this Agreements and as required by the Act.

(b) Units. All interests of Members in distributions and other amounts specified herein shall be represented by their units of membership interests in the LLC ("Units"). The LLC may issue an unlimited number of Units, including for the avoidance of doubt Profits Interest Units, but issuance of additional Units shall require appeoval of the Managers. Each Member's interest shall be denominated in Units, and the relative rights, privileges, preferences and obligations with respect to each Member's interest shall be determined under this Agreement and the Act to the extent herein and therein peovided based upon the number of Units held by such Member shall be subject to the terms. Conditions, and obligatioes set forth in any award agreements, incentive and/or compensation agreement applicable to such Units, including vesting and forfeiture provisioes, as the Managers determines in its sole discretion. The number of Units, including Profits Interests Units, held by each Member as of the date of this Agreement is set forth opposite each Member's name on Schedule B. Each Unit shall carry the right to cast one vote per Unit on any matter to be appeoved by the Members as provided herein. The Members shall have no right to vote on any matter, except as specifically set forth in this Agreement, or as may be required under the Act. The LLC may issue fractional Units. Unless the Managers determine otherwise, the Units shall not be certified.

(c) Members' Capital Contributions. As of the date of this Agreement, each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on Schedule B hereto, the receipt and sufficiency of which are hereby acknowledged, and each Member has been credited in exchange therefor with the number of Units specified on Schedule B hereto. Except as otherwise provided in this Section 17, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributioes to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contribution by such Member or to receive any other payment in respect of such Member's interest in the LLC, including without limitation as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in the Agreement. No specific time has been agreed upon as to when if ever, the Members' Capital Contribution shall be returned.

(d) Capital Accounts. A separate capital account shall be established for each Member and shall be maintained in accordance with applicable regulations under the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such regulations, there shall be credited to each Member's capital account the amount of any contribution of capital made by such Member to the LLC, and such Member's share of the net profits of the LLC, and there shall be charged against each Member's capital account the amount of all distributions to such Member, and such Member's share of the net losses of the LLC.

(e) Additional Capital. No Member shall be required to contribute any additional capital to the LLC, and no Member shall have any personal liability for any obligation of the LLC. Additional capital contributions may be made by any Member if agreed to by the Managers. In the event that the Managers determine at any time or from time to time that additional capital is required by the LLC for or in respect of its Business or to pay any of its obligations, expenses, costs, liabilities, or expenditures, including without limitation any operating deficits, the Managers may either: (i) borrow all or part of such additional funds on behalf of the LLC from one or more Members or from commercial banks, savings and loan associations, or commercial lending institutions, with interest payable at then-prevailing rates and/or (ii) subject to Section 2(b)(ix) hereof, raise such additional capital by issuing additional equity to new or existing investors. In the event the LLC issues such additional equity, the Managers shall determine, in good faith and in reasonable discretion, the terms of the offering pursuant to which the additional equity is issued, and the rights and obligations associated with the securities representing such additional equity, including the price of such securities. All Members shall have the right, but not the obligation, to participate in such offering pro rata according to their respective Percentage Interest in the LLC, and otherwise on the same terms and conditions as third party offerees. Those persons who were not previously Members who receive any Units pursuant to this Section 17(e) shall be admitted as Members (collectively, "Additional Members", and individually, an "Additional Member") with all rights, duties, privileges and obligations thereof upon executing a Joinder Agreement, in substantially the form attached hereto as Schedule C (a "Joinder Agreement). The LLC shall amend Schedule B to reflect the effect of the issuance of such additional Units to such Additional Members.

(f) Profits Interests. The LLC may issue Profits Interests Units as set forth below, and, for the avoidance of doubt, subject to the terms and requirement of any applicable award, incentive or compensation agreements:

(i) If the Managers intend that the grant of Units to a person providing services to the LLC qualify as a "profits interests" for tax purposes, the LLC and each Member agree to treat the membership interest represented by such Units (such membership interest, a "Profits Interest" or "Profits Interest Unit") as a separate "profits interest" within the meaning of Rev. Proc. 93-27 and Rev. Proc. 2001-43 (the "Revenue Procedures") or any future Internal Revenue Service guidance or other authority that supplements or supersedes the foregoing Revenue Procedures, and it is the intention of the Members that distributions to each Profits Interest under this Agreement be limited to the extent necessary so that the Profits Interest of such Member qualifies as a "profits interest" under the Revenue Procedure, and this Agreement shall be interpreted accordingly.

(ii) It shall be a condition to the grant of any Profits Interest Units that the person receiving such Profits Interest become and Additional Member in accordance with the terms of Section 17(e).

(iii) All Profits Interests Units issued by the LLC may be issued subject to vesting, forfeiture and repurchase rights in favor of the LLC pursuant to separate agreements as determined by the Managers, the provisions of which separate agreements may be determined altered or waived at the discretion of the Managers.

(iv) In accordance with Rev. Proc. 2001-43 the LLC shall treat a Member holding Profits Interest as the owner of such Profits Interests from the date it is granted, and shall file its Internal Revenue Service Form 1065, and issue appropriate Schedule K-1s to such Member, allocating to such Member his or her distributive share of all items of income, gain, loss, deduction and credit associated with such Profits Interest as if it were fully vested. Each Member agrees to take into account such distributive share in computing his or her United States federal income tax liability for the entire period during which he or she holds the Profits Interest. The LLC and each Member agree not to claim a deduction as wages, compensation or otherwise for the fair market value of such Profits Interest issued to any Member, either at the time of grant of the Profits Interest of at the time the Profits Interest becomes substantially vested. The undertakings contained in this Section 17(f)(iv) shall be construed in accordance with Section 4 of Rev. Proc. 2001-43.

(v) Each Member authorizes the Tax Matters Partner as defined below in Section 19(b) or the Managers to amend Section 17(f) of this Agreement and any related provisions without the approval of the Members to the extent necessary and advisable in the sole discretion of the Tax Matters Partner or the Managers to comply with the requirements of the Revenue Procedures as issued of similar authority issued in the future, provided that such amendment is not materially adverse to such Member, as compared with the after tax consequences that would result if the provisions of the Revenue Rulings and/or additional IRS authority applied to all interests in the LLC transferred to a service provider by the LLC in connection with services provided to the LLC. A Member's obligations to comply with the requirements of this Section 17(f) shall survive such Member's ceasing to be a Member of the LLC and/or termination, dissolution, liquidation and winding up of the LLC, and, for purposes of this Section 17(f), the LLC shall be treated as continuing in existence. Without limitation of any other provision herein, no transfer of any Profits Interests in the LLC by a Member, to the extent permitted by this Agreement, shall be effective unless prior to such transfer, the transferee, assignee of intended recipient of such Profits Interest shall have agreed in writing to be bound by the provisions of this Section 17(f), in form satisfactory to the Managers.

(g) Liability of Members. The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in such Member's capacity as a Member (or, if applicable, as a manager), shall have any liability to restore any negative balance in such Member's Capital Account, and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC. The Members shall not be liable for the return of the Capital Contributions of the Members, and upon dissolution, the Members shall look solely to the assets of the LLC.

18. Return of Capital Contributions. The contribution of each Member is to be returned to such Member only upon a Qualified Sale (as that term is hereinafter defined) or the termination and/or liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members. As used herein, the term *"Qualified Sale"* means any of the following: (i) a merger

or consolidation in which the LLC or a subsidiary of the LLC is a constituent party, except any such merger or consolidation in which the equity ownership of the LLC outstanding immediately prior to such merger or consolidation continue to represent, or are converted into equity securities that represent, immediately following such merger or consolidation, at least a majority by voting power of the equity ownership of the surviving or resulting entity (or the ultimate parent of such surviving or resulting entity); or (ii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the LLC or any subsidiary of the LLC of all or substantially all the assets of the LLC and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the LLC if substantially all of the assets of the LLC and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the LLC.

19. Allocations of Profit and Loss; and Tax Matters Partner.

(a) Allocations of Profit and Loss. The net profits, net losses, net cash flow and net proceeds of any sale or refinancing of any property of the LLC, or upon Qualified Sale, liquidation or termination of the LLC shall be allocated among the Members according to the relative capital contributions made by each Member. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Managers shall determine.

Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting on the LLC's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

(b) Tax Matters Partner. The Managers shall designate a Member to serve as the "Tax Matters Partner" of the LLC for purposes of the Code. If at any time such person is not eligible under the Code to serve, or refuses to serve, as the "Tax Matters Partner", another Member shall be designated by the Managers as the "Tax Matters Partner". The "Tax Matters Partner" is hereby authorized to and shall perform all duties of a "Tax Matters Partner" under the Code and shall serve as "Tax Matters Partner" until such person's resignation or until the designation of such person's successor, whichever occurs sooner.

20. Distributions.

(a) Upon a Qualified Sale. The sale proceeds of any qualified sale shall be distributed to the Members as soon as practicable following a Qualified Sale as follows:

(i) First, to each Member to the extent of, and in proportion to, the Unreturned Capital Contribution of such Member; and

(ii) Second, to the Members Pro Rata (provided that, in order to comply with the Revenue Procedure, the LLC may cause the amount that otherwise would be distributed on account of any Profits Interest Unit pursuant to this Section 20(a)(ii), up to the Reserve Amount

(as that term is hereinafter defined) with respect to such Unit to the extent not previously taken into account pursuant to Sections 20(a)(i), 20(b)(i) or this 20(a)(ii) to be distributed instead to the Members holding Units not subject to Reserve Amounts, to the extent necessary to permit such Units to qualify as a "profits interest" under the Revenue Procedure). As used herein, the term *"Reserve Amount"* means an amount determined by the Managers in their discretion and shall be no less than the amount necessary to cause the Profits Interest Units to constitute "profits interests" for United States federal income tax purposes within the meaning of Rev. Proc. 93-27 and Rev. Proc. 2001-43, as set forth on Schedule 1 or in the applicable award agreement for such Profits Interests Units.

The LLC shall not have the power to effect a Qualified Sale pursuant to a merger or consolidation unless the agreement and plan of merger or consolidation for such transaction provides that the consideration payable to Members shall be allocation among the Members in accordance with this Section 20(a).

(b) Available Cash. Subject to this Section 20, unless otherwise determined by the Managers at any time or from time to time, Available Cash shall be distributed to the Members pursuant to the following order of priority at such times and in such amount as the Managers in its sole discretion may determine to be appropriate:

(i) First, to each Member to the extent of, and in proportion to, the Unreturned Capital Contribution of such Member; and

(ii) Second, the balance, if any, to the Members Pro Rata.

(c) Tax Distributions. To the extent that the amount distributed (or withheld on behalf of) and Member in respect of a fiscal year of the LLC (other than in connection with the Qualified Sale, liquidation or termination of the LLC, or with respect to proceeds realized by the LLC upon any transaction outside of the ordinary course of business by the LLC at the time of or in connection to the Qualified Sale, liquidation or termination of the LLC) is less than such Member's Assumed Tax Liability, the Managers shall distribute cash equal to such shortfall to such Member, at such times as to permit the Member to timely satisfy estimated tax or other tax payment requirements. Any amounts paid to Members under this Section 20(c) shall be treated as advances on distributions otherwise payable under this Section 20, are limited to Available Cash, and shall reduce future distributions. For purposed of applying this Section 20(c), the Managers may treat a distribution made by the sixtieth (60th) day following the end of a fiscal year as occurring during such fiscal year and not the fiscal year in which it is in fact made.

(d) Non-Cash Distributions. The Managers may from time to time authorize distribution of LLC assets other than cash in such proportions and on such terms as permitted under the Act and other applicable laws in accordance with the distribution provision set forth in this Section 20. No Member shall have the right to require the LLC to distribute and of its assets in kind. If the assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined in good faith by the Managers in the same proportions as the Members would have been entitled to distributions of Available Cash and shall be treated as advances and shall reduce future distributions that would otherwise be made to such Members.

(e) Guaranteed Payments. Payments may be made to Members for services performed for the benefit of the LLC at the time of any regular payment of wages to employees of the LLC, in accordance with the LLC's payroll methodology, or at such times as may be determined in the sole discretion of the Managers, it being understood that these payments shall be treated as "guaranteed payments" within the meaning of Section 707(c) of the Code. The amount, if any, of such payments shall be determined by and shall remain in the sole discretion of the Managers.

(f) Restrictions on Distributions. Notwithstanding anything to the contrary contained in this Section 20, the LLC shall not make any distribution to the Members unless, immediately after giving effect to the distribution, all liabilities to creditors of the LLC, other than liabilities as to which recourse of creditors is limited to specified property of the LLC, do not exceed fair market value of the LLC assets; *provided that* the fair market value of any property that is subject to a liability as to which recourse of creditors is so limited shall be included in the LLC assets only to the extent that the fair market value of the property exceeds such liability. Members and assignees who receive distributions made in error or in violation of the Act or this Agreement shall hold such improper distributions in trust for, and promptly return such improper distributions to, the LLC. Except for such improper distributions, no Member shall be obligated to return any distribution to the LLC or pay the amount of any distribution for the account of the LLC or to any creditor of the LLC. The amount of any distribution returned to the LLC shall be added to the Capital Account(s) from which is was subtracted when it was distributed to the Member.

(g) Withholdings. The Managers are authorized to withhold from distributions, or with respect to tax allocations pursuant to Section 20(c) hereof, to the Members and to pay over the appropriate federal, state, local or foreign government any amounts required under any applicable law to be so withheld. The Managers shall allocate any such amounts to the Members in respect of whose distribution or tax allocation the tax was withheld and paid over such amounts shall be treated for the purposed of this Agreement as distributed to such Members pursuant to the provision of this Section 20. In the event that any required withholdings with respect to a Member exceed amounts otherwise available to distribute to such Member, or the LLC, or any Member, Manager, Officer or any Affiliates thereof becomes liable as a result of a failure to withhold and remit taxed in respect of any Member (the "Underwithheld Member"), then, notwithstanding anything to the contrary herein, such Underwithheld Member shall indemnify and hold harmless the LLC or the other Members, Managers, Officers or any Affiliates thereof, as may the case may be, in respect of all taxes, including interest or penalties, and any expenses incurred in any examination, determination, resolution, and payment of such liability. Any amount of withholding which is so paid over by the LLC, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, will be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section 20(g) will be repaid by the Member to the Company within ten (10) business days after notice to such Member from the Managers or from any other Member making demand therefor. The provisions contained in this Section 20(g) shall survive the termination of the LLC and the withdrawal of any Member.

21. Substitution and Assignment of a Member's Interest. No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any

assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

22. Winding Up Affairs; Liquidation. In the event of the dissolution of the LLC for any reason, one or more of the Managers, or if none of the Managers is able to do so, a liquidating agent or committee selected by the affirmative vote or written concurrence of Members holding not less than two-thirds (2/3) of the Percentage Interests shall commence to wind up the affairs of the LLC and to liquidate its assets. Allocations of income, gain, loss, expense, deductions, tax preference items and tax credits shall continue to be made among the Members during the period of liquidation in accordance with the provisions of Section 20 above. The Managers or any such liquidating agent or committee, as the case may be, shall have the full right and unlimited discretion to determine the time, manner and terms of (i) any sale or sales of LLC assets pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and economic conditions, and (ii) any in-kind liquidating distributions to Members, so long as any non-ratable distributions of property interests result in the distributees receiving value in accordance with Section 20 hereof.

23. Time for Liquidation. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities so as to enable the Managers or liquidating agent or committee, as the case may be, to minimize the normal losses attendant to such a liquidation.

24. Managers as Members. Any Manager may hold an interest in the LLC as a Member, and such person's rights and interest as a Manager shall be distinct and separate from such person's rights and interest as a Member.

25. Priorities. No Member shall have any rights or priority over any other Members as to contributions or as to distributions or compensation by way of income.

26. Continuation of the LLC. The Members may continue the business of the LLC upon the occurrence of an Event of Withdrawal (as hereinafter defined) with respect to any Member by unanimously electing to do so within 90 days after the occurrence of any such event. "Event of Withdrawal" means, with respect to any Member, such Member's death, insanity, retirement, resignation, bankruptcy, or dissolution.

27. Termination of Membership; Return of Capital. No Member may terminate such Member's membership in the LLC or have any right to distributions respecting such Member's membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such Member's contribution. The contribution of each Member is to be returned to such Member only upon a Qualified Sale, the termination and/or liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

28. Confidentiality. Each Member agrees to maintain the confidentiality of the LLC's records, reports and affairs, agrees not to provide any other persons copies of any financial

statements, tax returns or other records or reports provided or made available to such Member, and agrees not to disclose to any other person any information contained therein, without the express written consent of the Managers; provided that any Member may provide financial statements, tax returns and other information contained therein (1) to such Member's accountants, internal and external auditors, legal counsel, financial advisors and other fiduciaries and representatives a long as such Member instructs such persons, and such persons agree, to maintain the confidentiality thereof and not to disclose to any other person and information contained therein, (2) if and to the extent required by law (including judicial or administrative order), provided that the LLC is given prior notice to enable it to seek a protective order or similar relief, and provided further that such requirement of law is confirmed by judicial or administrative order or by a written opinion of counsel determined to be satisfactory to the Managers, (3) to representatives of any governmental regulatory agency or authority with jurisdiction over such Member, and (4) in order to enforce rights under this Agreement.

29. Miscellaneous.

(a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books.

(b) Such books shall be kept on the cash method of accounting, or on such other method of accounting as the Members may from time to time determine, and shall be closed and balanced as of December 31 in each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.

(c) The Members shall cause the LLC to maintain one or more accounts in a bank (or banks) that is a member of the F.D.I.C., which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Members for the purposes specified in this Agreement.

(d) Subject to the restriction on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

(e) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.

(f) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(g) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all of the Members notwithstanding that all Members have not signed the same counterpart.

(h) None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a Member who is such a creditor of the LLC.

30. Arbitration. The parties hereby agree that unless otherwise required by law, any and all disputes, and legal and equitable claims arising between or among the Managers, the Members, the Company, or any combination of them, which relate directly to the rights and obligations of the Members under the terms of this Agreement shall be submitted to binding arbitration in Boston, Massachusetts in accordance with the commercial rules of the American Arbitration Association, and the expenses of such arbitration shall be borne by one or more of the parties thereto, as determined by the arbitrator(s).

[*signatures contained on following page*]

IN WITNESS WHEREOF, the Members and Managers have signed and sworn to this Agreement under penalties of perjury as of the date first above written.

MEMBERS:

SAMOEL VENTURES, LLC

By: _____
Jarrad M. Glennon, Manager and Member

GREENFIN, LLC

By: _____
Benjamin E. Smith, Manager and Member

MANAGER:

_____
Jarrad M. Glennon

SCHEDULE A
TO
OPERATING AGREEMENT
OF COASTAL CULTIVARS, LLC

MANAGERS

NAME	ADDRESS
Jarrad M. Glennon	399 Boylston Street 6th Floor Boston, MA 02116

SCHEDULE B
TO
OPERATING AGREEMENT
OF COASTAL CULTIVARS, LLC

MEMBERS

Name	Address	Percentage Interests	Units	Capital Contributions
Samoel Ventures, LLC	399 Boylston Street 6th Floor Boston, MA 02116	45%	2,250,000	$5,000 USD
Greenfin, LLC	5 Studley Road Hingham, MA 02043	45%	2,250,000	$5,000 USD
Reserved for Profits Interest Issuance	N/A	10%	500,000	$0 USD (Profits Interest)
TOTAL	**N/A**	**100%**	**5,000,000**	**$10,000 USD**

SCHEDULE C
TO
OPERATING AGREEMENT
OF COASTAL CULTIVARS, LLC

JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Operating Agreement dated as of October 31, 2018 (as the same may hereafter be amended, the "LLC Agreement"), by and among Coastal Cultivars, LLC, a Massachusetts limited liability company (the "LLC"), and the Members as defined therein.

By executing and delivering this Joinder Agreement to the LLC, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the terms and provisions of the LLC Agreement, in each case in the same manner as if the undersigned were an original signatory to such agreement.

The undersigned agreed that he, she or it shall be an Additional Members as such term is defined in the LLC Agreement.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the _____ day of _____, 20____.

If Individual:

_____
Print Individual Name

By:_____

If Joint Ownership:

_____
Print Names

By:_____

If Entity:

_____
Print Entity Name

By:_____
Name:
Title:

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

October 15, 2020

TO WHOM IT MAY CONCERN:

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

COASTAL CULTIVARS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 26, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **JOSE M BRETON**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOSE M BRETON, JARRAD M. GLENNON**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JARRAD M. GLENNON**

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:NGM

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

mass.gov/dor

Letter ID: L0552242752
Notice Date: September 4, 2020
Case ID: 0-000-813-354

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

JARRAD GLENNON
COASTAL CULTIVARS, LLC
399 BOYLSTON ST FL 6
BOSTON MA 02116-3325

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, COASTAL CULTIVARS, 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

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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR

259161457

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Coastal Cultivars, LLC
29 LASELL ST
AUBURNDALE, MA 02466-2602

EAN: 22170050
September 04, 2020

Certificate Id:40777

The Department of Unemployment Assistance certifies that as of 9/4/2020 ,Coastal Cultivars, LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

CHARLES F. HURLEY BUILDING • 19 STANIFORD STREET • BOSTON, MA 02114
www.mass.gov/uima

RESTRICTING ACCESS TO AGE 21 AND OLDER

Through the Applicants security plan, all personnel attempting to enter the premises will be identified, and under no circumstances shall a person under the age of 21 be permitted access to the property. All guards and authorized personnel will be trained to clearly check whether an ID is valid. If there is any doubt that the ID is fake, the person requesting access will not be permitted to enter the property.

As a nature of the business, Applicant will hire certain service professionals to aid with maintaining aspects of the business such as HVAC units, general property maintenance, maintaining security equipment, fencing, cameras, etc. Prior to engaging with these service professionals, Applicant will ensure that they will only send individuals 21 years of age or older and that any individual under the age of 21 shall not be permitted to enter the premises. Upon the service professional's arrival at the Applicant's facility, a trained employee and/or security personnel shall check the service professional's ID to ensure that they are 21 years of age or older. The conducted ID check will not only serve as a way to ensure age, but the trained employee and/or security personnel shall ensure that the ID is valid and that it has not expired. Under no circumstances shall anyone under the age of 21 be permitted on the property.

To prevent from individuals under the age of 21 from entering the premises unauthorized, the Applicant has proposed several security measures that are further detailed in the Security section of the Application. The Applicant will implement a fencing system around the facility that will actively monitor any and all activities surrounding the premises. Moreover, the fencing system shall be a double layered, 8-foot tall fence. Although this will be a manufacturing facility, there will be a grow also located on the premise. The fence shall be screened so that no Marijuana can be seen by the public. To further prevent individuals from accessing the premises, the Applicant will build the outdoor cultivation in the furthest part of the property from areas that are open to the public to further protect the processing facility from individuals attempting to access the cultivation. The grow area will be tucked into the far edge of the property, which is surrounded by large, mature trees. It is the Applicant's believe that the first step to deterring and preventing unauthorized access by individuals under 21 is to be discrete. The grow area will be planned and built in a manner to utilize the natural visual guards take the grow area out of the public view as much as possible.

The facility shall also be monitored 24 hours a day with infrared cameras and motion detectors. The infrared cameras will capture any and all activities on or around the premises without further light pollution. Moreover, in the event that an unauthorized individual successfully scales the first layer of fencing, motion detectors will be tripped notifying the Marijuana Establishment and any security personnel of the breach under 5 minutes, allowing for a prompt response and proper notification to local law enforcement. In addition to the infrared cameras and motion detectors on the perimeter and in the area between the two fences, the entirety of the growing area will also be equipped with infrared cameras, allowing for surveillance 24 hours a day.

All points of ingress and egress shall be closely monitored and every individual seeking entry will be identified and their age shall be confirmed. Points of ingress and egress will be equipped with surveillance equipment that will adequately capture the identify of any person requesting access and will be manned by a security guard. Moreover, no person under the age of 21 will be permitted on the premises. Given that the Applicant is not applying for a retail store, access will be limited to employees, agents, owners, transporters, and government officials. Moreover, all points of ingress and egress on the surrounding fence or to any of the buildings located on the property shall be locked, and keys or codes granting access will only be given to authorized personnel.

Moreover, pursuant to 935 CMR 500.029 and/or 500.030, all employees and registered agents of the Applicant shall be 21 years of age or older. Due to the nature of the business, no customers will be permitted on the premises, therefore reducing the likelihood of someone under the age of 21 from attempting to enter the premises.

TESTING PROCEDURE

Under absolutely no circumstances shall the Applicant sell Marijuana products to a licensed Marijuana Establishment unless the marijuana is capable of being tested by Independent Testing Laboratories unless as otherwise allowed under 935 CMR 500.000. All marijuana cultivated and subsequently transferred to a licensed Marijuana Establishment shall undergo testing by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana Infused Products published by the Department of Public Health.

Environmental media shall also be tested by the Applicant in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

In the event that the Independent Testing Laboratory discovers that the contaminant levels exceed the limits established in the DPH protocols, both the Applicant and the Independent Testing Laboratory shall notify the Commission within 72 hours of just laboratory testing that the contamination cannot be remediated and disposal of the production batch. Such notices shall be sent by both the Applicant and the Independent Testing Laboratory separately and directly.

Upon receiving notice that the contaminant levels exceed the limits established by the DPH protocols, the Applicant shall implement its destruction and disposal procedures. The Commission shall be notified of the proposed plan of action, which shall include a description of how the Applicant is assessing the source of such contamination.

All testing results shall be maintained by the Marijuana Establishment for at least one year.

Quality Control:

All of applicant's agents whose job includes contact with marijuana shall be subject to, and held to the standards and requirements for food handlers pursuant to 105 CMR 300.000. Moreover, any agent working in direct contact with marijuana shall observe sanitary standards including, but not limited to, maintaining adequate personal cleanliness and by washing their hands appropriately. To promote this, and pursuant 935 CMR 500.105(3), hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands in addition to providing sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations pursuant to.

Pursuant to 935 CMR 500.105(3), litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests, floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair, all contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination, all toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana, water supply shall be sufficient for necessary operations, plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment, and the

establishment shall provide its employees with adequate, readily accessible toilet facilities. Moreover, the storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

The following assurances shall be taken by the Applicant:

Work Verification:

1.) Production Critical Tasks

a.) Cooking – Production batch sheet sign offs will be be required for weighing and cooking of all ingredients to ensure SOP's are followed
b.) Infusing – Production batch sheet sign offs will be required for all weighing and infusing of active ingredients to ensure SOP's are followed
c.) Inventory Management – All active and inactive ingredients used in production batches will be logged with all required lot numbers on production batch sheets
d.) Sanitation Log – All equipment used in a production runs will be taken though a documented sanitization process. This process will be logged and signed off on between every production run.
e.) Allergen Control Program Log – All equipment used in production runs with different products that contain allergens will be cleaned in accordance with the Allergen Control Program SOP and logged in the Allergen Control Program Log

- Production Supervisor will be responsible for delegating all sign off responsibilities and provide secondary verification that procedures are being followed.

2.) Packaging Critical Tasks

a.) Handling Exposed Product – Packaging supervisor will record employees responsible for any task that involves handling exposed product in production batch log. Packaging Supervisor will also sign off that Food Handling and Safety SOP's are followed in production batch log.
b.) Sanitation Log – All equipment used during the packaging of production runs will be taken though a documented sanitization process. This process will be logged and signed off on between every production run in the Sanitation Log.
c.) Packaging Materials – Packaging Supervisor will ensure that proper packaging materials(child proof packaging/labels) are used when packaging product. Production batch sheet will have sign offs for correct required production materials. These areas will be reviewed by the packaging supervisor.

d.) Batch Identification Information – All products will have have required production batch information printed on the exterior of the packaging. Employee responsible for creating information file(to be printed) will sign the production batch log in the designated area.
e.) Fulfillment Sign Off – Employee in charge of fulfillment will sign off on the Order Log after confirming delivery numbers and supervisor will verify prior to any product being manifested out of the facility.

- Packaging Supervisor will be responsible for delegating all sign off responsibilities and provide secondary verification that procedures are being followed.

3.) Managerial Critical Tasks

a.) Verification Confirmation – Facility manager will confirm that all task sign offs are completed at the time of completion and that inventory is being tracking properly throughout production.

Material Purchasing and Receiving:

1.) Receiving Log:
a.) Employees responsible for receiving deliveries will document all required information in the Receiving Log(referenced in the Food Handling and Safety SOP). Supervisor responsible for the department receiving the delivery will sign off in the Receiving Log.
b.) Any damaged product will be rejected or returned and documented in the Receiving Log by department supervisor.
2.) Purchasing Materials:
a.) All materials will be purchased through verified vendors
b.) Facility managers will ensure the safety, quality and effectiveness of all materials purchased for production
i. All child-proof packaging will have required certification for state compliancy
ii. All ingredients will come from approved vendors and include a COA

Assuring Supplier Qualifications:

1.) Choosing Suppliers
a.) Ask ingredient suppliers what type of food safety systems are in place
i. Verify HACCP or Global Food Safety Initiative standards
ii. Determine if suppliers are manufacturers or wholesale.

iii. Determine if suppliers received raw materials from licensed or dependable sources.

b.) Inspect suppliers warehouse or facility

i. Inquire as to what food safety training the supplier provides to its employees

2.) Approved Supplier List

a.) What product(s) the supplier is approved for

b.) Details of supplier name and individual contact information in the case of a recall

c.) Date of approval and date supplier started working with production facility

Quality Feedback Assurance:

1.) Customer Complaints

a.) All customer complains are immediately assessed and further corrective actions will be taken if they are deemed are necessary by management.

2.) Non Compliance Reports

a.) Any complaints/problems in production will be documented in Non-Compliance Reports that will be used to trace the problem back to their origin.

b.) All Non-Compliance Reports will be checked to determine if the issue was a direct result of not following Quality Control Procedures

3.) Internal Report – All employees will be instructed to fill out Non-Compliance Reports whenever a task is performed/witnessed that is not in accordance with applicable procedures.

PERSONNEL POLICY

All employees of the Applicant will be required to have registered as a Marijuana Establishment Agent and must display their registration at all times while on the premises.

The Applicant is an Equal Opportunity Employer, and all employees and personnel is required to comply with all applicable laws prohibiting discrimination and unlawful harassment due to race, sex, color, national origin, religion, physical or mental disability, age, or any other basis protected by local, state, or federal law.

All of Applicants employees and agents are prohibited from engaging in sexually harassing behavior, which includes sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Conduct constituting sexual harassment includes explicit or implicit conditions of employment, used for the basis of employment decisions, unreasonable interfering with individual work performance, or conduct creating an intimidating, hostile, or offensive working environment. These policies include conduct towards other employees or agents and non-employees.

Qualifications

During the hiring process, the Applicant will ask the potential employee to disclose any past criminal history that would appear on a background check. It is the assumption of the Applicant that they are suitable for employment at a Marijuana Establishment since they are registered as a Marijuana Establishment Agent, however, another background check will be conducted to ensure that no additional violations have appeared on their record between the time of their registration and the time of their employment.

Each employee will have a requirement to disclose any criminal acts and/or convictions that would disqualify them from employment at the Marijuana Establishment. The Marijuana Establishment will conduct background checks to ensure that the Agents are diligently reporting any and all violations that would disqualify them from employment.

The Applicant will seek experienced employees during its hiring process. To be a qualified candidate for a budtender position, we require the following: Marijuana Establishment Agent registration, 1+ year of industry experience or 2+ year of retail sales, 1+ year cash handling experience .

In order to be a qualified candidate for a management position, we require the following: Marijuana Establishment Agent registration, 3+ year of industry management experience or 4+ year of retail sales, 3+ year cash handling experience, prior Metrc training, and responsible vendor certified.

Aside from these required credentials, Euflora hires employees with a high degree of integrity, work ethic, and personal morals. It is extremely important that employees are passionate about cannabis as well. This way, our staff stays educated and knowledgeable of laws and products.

List of Anticipated Positions and Qualifications

Director of Production
The Director Production will drive the long-range strategic planning process for operations by overseeing and managing all production operations, including production itself, and inventory control. The Director of Production will be responsible for the products life cycle management, maintaining quality, safety, and regulatory compliance relating to the production facilities.

Processing Manager
The Processing Manager oversees all phases of processing beginning at receiving the biomass for production. Additional responsibilities include quality control and damaged product/waste disposal. Must be proficient with tracking and monitoring systems. The Processing Manager is responsible for manifesting all finished products from production facility inventory into the marijuana products inventory. Must ensure the production outputs are in line with the workflow. Critical thinking and ability to adjust plans based on needs presented in real time. Well-versed in regulations.

Packaging Team Lead
The Packaging Lead ensures the packaging of all products of the facility are labeled and packaged correctly in order to meet the demands of the customers. The packaging team is responsible for all daily packaging operations at the production facility. This includes but is not limited to supervision of team members; inventory control; compliance with laws and regulations; packaging forecasting; health, safety and sanitation requirements; and other various duties. He or she needs to be able to oversee a team of individuals to ensure all packaging is ready and on schedule for delivery to dispensaries.

Packaging Agent
Packaging Agents are responsible for packaging all products produced by the facility. Cannabis Packaging Agents will also ensure that the cannabis-infused-products portion of the facility is always clean and sanitary and all production goals are on schedule. They need to be able to collaborate with team members to ensure success of their area.

Training

Upon hiring an individual, they will be required to undergo state required training under 935 CMR 500.105(2) as well as company required training. Company required training shall ensure that employees are trained on job specific duties that are tailored to the roles and responsibilities of the job function, and such training shall occur prior to the employee performing any job functions. Moreover, any employee or agent performing Seed-to-Sale related duties shall undergo training as required by the Commission. Applicant shall provide ongoing annual training that shall exceed 8 hours per year pursuant to 935 CMR 500.105(2).

Under 500.105(2), each Agent shall be required to undergo Responsible Vendor Training within 90 days of employment. Employees are required to undergo Responsible Vendor Training once every year. Company required training will include proper handling of Marijuana consistent with 935 CMR 500.105(3). Moreover, each Agent will be trained on the security requirements and will

be expected to understand applicable rules and regulations. This will include proper recording practices, storage requirements (including on how to tell whether the storage room equipment controlling temperature and humidity are failing), emergency protocols, product delivery and transfer protocols, and diversity training. Additionally, all current owners shall also complete the Responsible Vendor Program. For clarity, all current owners, managers, and employees shall complete the Responsible Vendor Program pursuant to 935 CMR 500.105(2).

Responsible Vendor Program documentation shall be retained for four years as required by 935 CMR 500.105(2).

Record Keeping

The Applicant shall maintain record containing job descriptions for each employee and volunteer position and an organizational chart consistent with the job descriptions.

Additionally, Applicant shall maintain a personnel record for each marijuana establishment record to be maintained for at least 12 months following the termination of the individual. Such records shall include: (i) all materials submitted to the commission pursuant to 935 CMR 500.030(2); (ii) documentation of the verification references; (iii) the job description or employment contract including duties, authority, responsibilities, qualifications, and supervision; (iv) documentation of all required training, including privacy and confidentiality requirements and a signed statement by the individual indicating the date, time, and place the individual received such training and the topics of the training, and the name and title of the presenters; (v) documentation of periodic performance evaluations; (vi) record of any disciplinary actions taken, and (vii) notice of completed responsible vendor and eight-hour related duty training.

The Applicant has a strict no alcohol or drug policy that will be cause for immediate termination if violated. To accomplish this goal, the Applicant shall not permit for the consumption of cannabis or alcohol before or during the individuals shift, and if the manager on duty suspects an individual of intoxication, they will be immediately sent home and the Applicant will investigate the situation. If it is determined that an individual was intoxicated during their shift, they will be immediately terminated.
Moreover, as a company policy and as required under 935 CMR 500.105(1), an employee or agent shall be immediately terminated if they have diverted marijuana, have been considered to be engaged in unsafe practices, or were convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

All confidential information shall be maintained in the highest degree. All confidential files shall be stored in a locking file cabinet in an office with a locking door. Only certain agents will have access to the keys to the file cabinet. Confidential files will be watermarked or stamped with the word “Confidential,” and confidential information will never be sent to a third party unless required by law.

RECORD KEEPING PROCEDURES

To comply with the record keeping requirements set forth by the Commission, the Applicant will use ADILAS to perform monthly audits on all of its plants. ADILAS enables applicant to create PO's (Production or Plant Orders) that organizes every single marijuana product within its appropriate batch number. In doing so, marijuana products that are marked wrong in the States Tracking System are flagged and fixed. This guarantees that Applicant labels, tests, and sells products both accurately and compliantly. Applicant is also able to produce, harvest, package, transfer, print compliant labels, and sell everything within the same system. This means Applicant tracks its cannabis from **Seed to Sale** within ADILAS. Utilizing a system that offers compliant tracking of every gram and every penny will ensure that there is no diversion of product.

Applicant also will employ an inventory team that knows the system well and a consulting group that operates strictly with ADILAS to ensure that the system is accurate and that the Applicant is maintaining its records compliantly. The Applicant understands that ADILAS may only be used as a backup system. The primary system the Applicant will use is METRC.

Personnel records will also be maintained, which will include the following: (A) Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions; 935 CMR 500.105, (B) a personnel record for each marijuana establishment agent which will be maintained for at least 12 months after termination of such individual, including the following: (i) all materials submitted to the Commission pursuant to 935 CMR 500.030(2); (ii) documentation of verification of references (iii) the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision (iv) 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; (v) documentation of periodic performance evaluations; (vi) a record of any disciplinary action taken; and (vii) notice of completed responsible vendor and eight-hour related duty training, (C) a staffing plan that will demonstrate accessible business hours and safe cultivation conditions; (D) Personnel policies and procedures, and (E) All background check reports obtained in accordance with 935 CMR 500.030.

Moreover, additional records as required by 935 CMR 500.105(9)(a-g) and personnel records will be made available for inspection by the Commission upon their request. All records will be maintained with generally acceptable accounting principles. All records will be maintained in a form acceptable to the Commission for no less than 2 years.

All waste records shall be maintained for no less than 3 years as required by 935 CMR 500.105(12).

The Applicant shall maintain records showing the real-time inventory, including an inventory of marijuana products in any phase of development. Moreover, the Applicant shall conduct a monthly inventory or Marijuana in the process of cultivation, and finished, stored Marijuana. Applicant shall also conduct a yearly comprehensive inventory review. The Applicant is not planning on taking inventory orally, however, if it does, it shall transcribe such recordings. The maintained

record shall have, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory review.

Pursuant to 935 CMR 500.105(9), the following business records shall be maintained: (i) assets and liabilities, (ii) monetary transactions, (iii) books of accounts, (iv) sales records, and (v) salary and wages paid to each employee.

The Applicant's written operating procedures shall be maintained pursuant to 935 CMR 500.105(1).

All records shall be maintained in accordance with generally accepted accounting principles as required by 935 CMR 500.105(9).

FINANCIAL RECORDS

Applicant will maintain financial records, including payables, on site for 12 months. Additionally, financial records are maintained offsite for 7 years at the Applicants corporate headquarters. All AP records are also kept in an electronic format in the accounting system.

Applicant will maintain payroll records are at the at corporate headquarters site as well as with its PEO company electronically. The PEO company will maintain such records indefinitely.

All sales and transfers are recorded within the states record keeping software, as well as the accounting system. All records shall be maintained for a minimum of 2 years. Such records will be regularly monitored to ensure that all financials are accurate and without errors or inconsistencies.

Applicant will contract with a reputable CPA firm to handle its financial record keeping and best practices.

The Applicants agents will be required to authorize and record all disbursements and receipts. Moreover, all financial recording must be done accurately, and reimbursable business expenses must be reasonable, accurately reported, and supported by receipts.

Agents responsible for handling or disbursing funds must assure that all transactions are executed as authorized and recorded in a manner to permit for financial statement sin accordance with GAAP principles.

The following business records shall be maintained in accordance with 935 CMR 500.105(9): (i) assets and liabilities, (ii) monetary transactions, (iii) books of accounts, (iv) sales records, and (v) salary and wages paid to each employee.

Coastal Cultivars Diversity Plan

Intent

Coastal Cultivars is committed to ensuring everyone in our Company promotes equity, and an atmosphere of inclusivity. We want to ensure that inclusivity is rooted into our culture at every level so every individual can succeed. As a marijuana cultivation and product manufacturer in Wareham, our plan is to ensure we employ a workforce that promotes equity among minorities, women, veterans, people with disabilities, and LGBTQ+. Our management team will build trust by following through beyond hiring by regularly evaluating our decisions through feedback and adjusting decisions accordingly.

Coastal Cultivars pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. Coastal Cultivars likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by Coastal Cultivars will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.

Diversity Goals

The Coastal Cultivars executive management team will hire a diverse and equitable working environment through its hiring practices, employee retention, advancement policies, new employee training, annual training, and Company oversight. Promoting equity is providing all of our employees with the tools and opportunities they need to be successful and to ensure the playing field is the same for everyone and everyone will be treated the same.

Coastal Cultivars will commit to hiring 35% minorities, women, veterans, people with disabilities, and LGBTQ+ across the entire Company by year two (2) of operations. Coastal Cultivars will hire a workforce that is comprised of at least:
10% minority employees;
5% veterans;
10% women;
5% employees with disabilities and;
5% employees of LGBTQ+.

Our hiring team will attract, contract, hire, promote, and retain employees to promote equity. We plan on achieving this goal through integrating skills from training to day to day experiences among our staff. Coastal Cultivars will place classified ads in local newspapers, and on social media websites. During the Harvesting season, Coastal Cultivars will hire additional staff and will ensure we are continuing to follow our commitment and our goals.

In addition to our hiring goals to promote diversity and inclusion, Coastal Cultivars has partnered with the Disabled American Veterans of Massachusetts (DAV). Coastal Cultivars selected the DAV because of their strong values in Diversity and Inclusion. The Disabled American Veterans of Massachusetts nurtures a culture where inclusiveness is a reflex, not an initiative, where there

is a deep sense of pride, passion, and belonging that is unified in their shared commitment, dedication, and patriotism for our country.

DAV focuses on the people returning from service, not just a specific illness or injury. DAV provides services to address physical injuries, but also emotional and economic well-being. DAV empowers veterans to lead fulfilled, high-quality lives. DAV also responds to the needs of their entire families.

- DAV helps returning veterans transition back to civilian life by linking them with services that address their physical, emotional, and financial needs.
- DAV links service-injured veterans to job training and job assistance programs.
- DAV provides free, professional assistance to veterans of all generations in obtaining VA and other government benefits earned through service.
- DAV provides transportation for veterans who need help getting to and from medical appointments.
- DAV helps homeless veterans by providing food and shelter while connecting veterans to medical care, benefits counseling and job training.
- DAV gives emergency grants to ill and injured veterans impacted by natural disasters.

Coastal Cultivars has committed to a one-time donation in the amount of $10,000. The DAV has provided Coastal Cultivars and the Cannabis Control Commission a letter stating the DAV will accept Coastal Cultivars donation.

Diversity Program

Coastal Cultivars will provide community job fairs focusing on residents that live in the town of Wareham. Wareham is an area of disproportionate impact, a community of over 22,000 people. We will ensure that a diverse pool of applicants is aware of job openings within the company. During Coastal Cultivars' first year of operations in Wareham, Coastal Cultivars will participate in at a minimum of two job fairs. Coastal Cultivars' management team will be charged with notifying all employees about opportunities for advancement and advanced job training (to the extent applicable to a diverse employee's job function or career ambitions) at our company.

In addition, every diverse employee will have the opportunity to be assigned a mentor, with whom the employee can meet regularly (two times per year) to discuss ongoing professional development and career goals. The goal of the mentorship program is to ensure that all diverse employees are receiving appropriate job training and information about opportunities for promotion within the company when they arise.

Coastal Cultivars will convey its commitments to diversity and tolerance to all new employees beginning on the date of hiring and throughout their employment with our Company. We will develop a diversity training program for all new employees. This program will require that all employees undergo diversity awareness and anti-bias training in accordance with industry best practices. Our diversity and anti-bias training will emphasize the company's zero-tolerance commitment against harassment and discrimination in the workplace and the company's pledge to take corrective action should any issues, concerns, or complaints arise. All employees will be required to undergo diversity and anti-bias training at a minimum, annually. To ensure an inclusive and aware workforce, all employees will be encouraged to report all incidents of

harassment and discrimination to the management team. The management team will report and provide a detailed document of all complaints to the company's owners. The management team and owners will take any necessary action to enforce and protect the company's zero-tolerance commitment against harassment and discrimination in the workplace. All complaints with action plans or enforcement will be documented and kept in employee files.

Diversity Measurement

We will develop policies to regularly analyze the effectiveness of its diversity training, diversity hiring and diverse-employee advancement/mentoring programs for creating a diverse and inclusive work environment. As part of regular analysis and diversity measurement, Coastal Cultivars management team will annually review all job applications received by the company to ensure that the company is attracting interest from a diverse population of applicants which includes minorities, women, veterans, people with disabilities, and LGBTQ+. The management team and the owners will also audit all hiring decisions to ensure that the company's commitment to a diverse and inclusive work environment is reflected in its hiring decisions. Our measurement will ensure our employees represent a cross-functional, diversity-focused role in our company and we will frequently gather and evaluate feedback for accountability.

The management team and owners will report the results of these audits at least once per year in the form of an annual report through self-identifying surveys, employee feedback, morale, employee engagement and employee turnover rates. This will ensure the management team and owners have the ability to measure Coastal Cultivars' progress toward its diversity hiring goals. The management team will review the results of the report and determine whether the company's diversity policies have yielded a staff that reflects the diverse community of Wareham. If necessary, the management team will amend and update the Coastal Cultivars diversity training and/or diversity hiring and/or employee advancement programs as necessary to ensure that the policies yield a diverse workforce so we can meet our goals and objectives. Our annual report will also include detailed information about any harassment or discrimination complaints that arose during the preceding year, and the steps that the company took to investigate, and resolve all complaints.

QUALIFICATIONS AND TRAINING

Qualifications

During the hiring process, the Applicant will ask the potential employee to disclose any past criminal history that would appear on a background check. It is the assumption of the Applicant that they are suitable for employment at a Marijuana Establishment since they are registered as a Marijuana Establishment Agent, however, another background check will be conducted to ensure that no additional violations have appeared on their record between the time of their registration and the time of their employment.

Each employee will have a requirement to disclose any criminal acts and/or convictions that would disqualify them from employment at the Marijuana Establishment. The Marijuana Establishment will conduct background checks to ensure that the Agents are diligently reporting any and all violations that would disqualify them from employment.

The Applicant will seek experienced employees during its hiring process. To be a qualified candidate for a budtender position, we require the following: Marijuana Establishment Agent registration, 1+ year of industry experience or 2+ year of retail sales, 1+ year cash handling experience .

In order to be a qualified candidate for a management position, we require the following: Marijuana Establishment Agent registration, 3+ year of industry management experience or 4+ year of retail sales, 3+ year cash handling experience, prior Metrc training, and responsible vendor certified.

Aside from these required credentials, Euflora hires employees with a high degree of integrity, work ethic, and personal morals. It is extremely important that employees are passionate about cannabis as well. This way, our staff stays educated and knowledgeable of laws and products.

Training

Upon hiring an individual, they will be required to undergo state required training under 935 CMR 500.105(2) as well as company required training. Company required training shall ensure that employees are trained on job specific duties that are tailored to the roles and responsibilities of the job function, and such training shall occur prior to the employee performing any job functions. Moreover, any employee or agent performing Seed-to-Sale related duties shall undergo training as required by the Commission. Applicant shall provide ongoing annual training that shall exceed 8 hours per year pursuant to 935 CMR 500.105(2).

Under 500.105(2), each Agent shall be required to undergo Responsible Vendor Training within 90 days of employment. Employees are required to undergo Responsible Vendor Training once every year. Company required training will include proper handling of Marijuana consistent with 935 CMR 500.105(3). Moreover, each Agent will be trained on the security requirements and will be expected to understand applicable rules and regulations. This will include proper recording practices, storage requirements (including on how to tell whether the storage room equipment

controlling temperature and humidity are failing), emergency protocols, product delivery and transfer protocols, and diversity training. Additionally, all current owners shall also complete the Responsible Vendor Program. For clarity, all current owners, managers, and employees shall complete the Responsible Vendor Program pursuant to 935 CMR 500.105(2).

Responsible Vendor Program documentation shall be retained for four years as required by 935 CMR 500.105(2).

Coastal Cultivars

Safety Plan

Introduction

Coastal Cultivars is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency. This plan is intended to serve as the basis for an integrated safety and health management program. The program consists of the following essential elements:

1. Management's commitment and involvement
2. Safety committee operation
3. Provisions for safety and health training
4. Safety Inspections
5. Preventive Maintenance
6. First aid procedures
7. Accident investigations
8. Recordkeeping of injuries
9. Job specific safety rules and procedures
10. Compliance with 105 CMR 590.000: State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments
11. HACCP

Safety Committee

A safety coordinator will be established to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee consists of an "equal" representation of supervisory and nonsupervisory members of our organization.

Safety Program Coordinator:	Nonsupervisory Employee Member:
Supervisory Employee Member:	Nonsupervisory Employee Member:
Supervisory Employee Member:	Nonsupervisory Employee Member:

Responsibilities

The safety committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee is responsible for assisting management in reviewing and updating workplace safety rules based on accident investigation findings, any inspection findings, and employee reports of unsafe conditions or work practices; and accepting and addressing anonymous complaints and suggestions from employees.

The safety committee is responsible for assisting management in updating the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence.

The safety committee is responsible for assisting management in evaluating employee accident-and illness-prevention programs and promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety program.

Safety committee members will participate in safety training and is responsible for assisting management in monitoring workplace safety education and training to ensure that it is in place, that it is effective, and that it is documented.

Meetings

Safety committee meetings are held quarterly, or more often if needed. The safety program coordinator will post the minutes of each meeting within one week after each meeting.

Safety Committee Meeting Minutes will consist of the following:

Date of Committee Meeting: Time:

Minutes Prepared by: Location:

Names of Members in Attendance:

Previous Action Items:

Review of Accidents Since Previous Meeting:

Recommendations for Prevention:

Recommendations from Anonymous Employees:

Suggestions from Employees:

Recommended Updates to Safety Program:

Recommendations from Accident Investigation Reports:

Safety Training Recommendations:

Comments:

Safety and Training

Safety and Health Orientation

Workplace safety and health orientation begins on the first day of initial employment or job transfer. Each employee has access to a copy of this safety manual, through his or her supervisor, for review and future reference, and each employee is given a personal copy of the safety rules, policies and procedures pertaining to his or her job. Supervisors will ask questions of employees and answer employees' questions to ensure knowledge and understanding of safety rules, policies and job-specific procedures described in our workplace safety program manual. All employees will be instructed by their supervisors that compliance with the safety rules described in the workplace safety manual is required.

All training will be documented and records are maintained.

Job Specific Training

- Supervisors will initially train employees on how to perform assigned job tasks safely.
- Supervisors will carefully review with each employee the specific safety rules, policies and procedures that are applicable and that are described in the workplace safety manual.
- Supervisors will give employees verbal instructions and specific directions on how to do the work safely.
- Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices or remedial instruction to correct training deficiencies before an employee is permitted to do the work without supervision.
- All employees will receive safe operating instructions on seldom-used or new equipment before using the equipment.
- Supervisors will review safe work practices with employees before permitting the performance of new, nonroutine or specialized procedures.

Periodic Retraining of Employees

All employees are retrained periodically on safety rules, policies and procedures, and when changes are made to the workplace safety manual.

Individual employees are retrained after the occurrence of a work-related injury caused by an unsafe act or work practice, and when a supervisor observes employees displaying unsafe acts, practices or behaviors.

Safety Training Documentation

EMPLOYEE:

DATE:

SUPERVISOR:

TRAINER:

RULES AND REGULATIONS REVIEWED DATE:

General Review of Old/New (Circle One) Safety Rules For All Employees ☐

Specific Safety Procedures for Employees Position ☐

General Maintenance ☐

First Aid ☐

Lifting Procedures ☐

Office Safety ☐

Furniture Use ☐

Equipment Use ☐

Climbing a Step Ladder ☐

Sanitation / Health ☐

All categories have been reviewed with employee.

Supervisor Name, Printed:

Signature:

I have been advised of all Safety and Health regulations and will adhere to them to the best of my ability.

Employee Name, Printed:

Signature:

Safety Inspections

It is up to all employees to maintain safe working conditions.

Checklists for safety inspections ensure that important items are not overlooked. Inspections identify areas of risk. (accident and/or injury)

Safety Directors/Supervisors will continually monitor work areas, but scheduled inspections should be documented and done on a regular basis. Written reports of these inspections should be made and kept on file.

Management will make periodic inspections, announced and unannounced.

Doors	Personnel Training
Windows	Stairs
Walking – Working Surfaces	Personal Protective Equipment
Lighting	Flammable & Combustible Materials
Fire Hazards	Hand and Portable Powered Tools
Electrical Boxes	Lockout/Tagout Procedures
Flammable Liquids	Confined Spaces
Emergency Exits:	Hazard Communication
Marked Properly	Electrical
Unobstructed	Building and Grounds Conditions
First Aid Kits, Supplies	Housekeeping Program
Fire Extinguishers	Heating and Ventilation
Accessible	Required OSHA Recordkeeping
Charged	Safety & Health Programs
Required Posters	Your Specific Work Environment

Preventative Maintenance

Preventive maintenance programs will avoid most equipment failures. Provide regular equipment maintenance to prevent breakdowns that can create hazards.

Preventive maintenance is a schedule of planned inspections to prevent breakdowns and failures before they happen. Inspections should be performed at regularly scheduled times.

Preventive and regular maintenance should be documented and tracked to completion.

During preventive maintenance, workers can document damage or wearing of parts or equipment so as to repair or replace parts *before* they cause a failure or injuries.

First-Aid Procedures

Emergency Phone Numbers

Safety Coordinator:	Poison Control:
First Aid Response:	Fire Department:
Ambulance:	Police:
Medical Clinic:	
Clinic Name/Address:	

Minor First-Aid Treatment

First-aid kits are kept in the front office and throughout the greenhouses and facilities. If you sustain an injury or are involved in an accident requiring minor first-aid treatment:

- Inform your supervisor.
- Administer first-aid treatment to the injury or wound.
- If a first-aid kit is used, indicate usage on the accident investigation report.
- Access to a first-aid kit is not intended to be a substitute for medical attention.
- Provide details for the completion of the accident investigation report.

Non-Emergency Medical Treatment

For nonemergency work-related injuries requiring professional medical assistance, management must first authorize treatment. If you sustain an injury requiring treatment other than first aid:

- Inform your supervisor.
- Proceed to the posted medical facility. Your supervisor will assist with transportation, if necessary.
- Provide details for the completion of the accident investigation report.

Emergency Medical Treatment

If you sustain a severe injury requiring emergency treatment:

- Call for help and seek assistance from a co-worker.
- Use the emergency telephone numbers and instructions posted on the first-aid kit to request assistance and transportation to the local hospital emergency room.
- Provide details for the completion of the accident investigation report.

First-Aid Treatment

Each employee will receive training and instructions from his or her supervisor regarding our first-aid procedures.

First-Aid Instructions

In all cases requiring emergency medical treatment, immediately call or have a co-worker call to request emergency medical assistance. Use required bloodborne pathogen procedures while administering first aid.

Wounds:

Minor: *Cuts, lacerations, abrasions or punctures*

- Wash the wound using soap and water; rinse it well.
- Cover the wound using a clean dressing.

Major: *Large, deep and bleeding wounds*

- Stop the bleeding by pressing directly on the wound, using a bandage or cloth.
- Keep pressure on the wound until medical help arrives.

Broken Bones:

- Do not move the victim unless it is absolutely necessary.
- If the victim must be moved, "splint" the injured area. Use a board, cardboard or rolled newspaper as a splint.

Burns:

Thermal (Heat)

- Rinse the burned area without scrubbing it, and immerse it in cold water.

  Do not use ice water.
- Blot dry the area and cover it using sterile gauze or a clean cloth.

Chemical

- Immediately flush the exposed area with cool water for 15 to 20 minutes.

Eye Injury:

Small particles

- Do not rub your eyes.
- Use the corner of a soft, clean cloth to draw particles out, or hold the eyelids open and flush the eyes continuously with water.

Large or stuck particles

- If a particle is stuck in the eye, do not attempt to remove it.
- Cover both eyes with a bandage.

Chemical

- Immediately irrigate the eyes and under the eyelids with water for 30 minutes.

Neck or Spine Injury:

- If the victim appears to have injured his or her neck or spine, or is unable to move his or her arm or leg, do not attempt to move the victim unless it is absolutely necessary.

Heat Exhaustion:

- Loosen the victim's tight clothing.
- Give the victim *sips* of cool water.
- Make the victim lie down in a cooler place with the feet raised.

<u>Accident Investigation</u>

Accident Investigation Procedures

An accident investigation will be performed by the supervisor at the location where the accident occurred. The safety coordinator is responsible for seeing that the accident investigation reports are being filled out completely and that the recommendations are being addressed. Supervisors will investigate all accidents, injuries and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any further injuries to employees.
- Review the equipment, operations and processes to gain an understanding of the accident situation.
- Identify and interview each witness and any other person who might provide clues to the accident's causes.
- Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
- Complete the accident investigation report.
- Provide recommendations for corrective actions.
- Indicate the need for additional or remedial safety training.

Accident investigation reports must be submitted to the safety coordinator within 24 hours of the accident.

OSHA requires employers to report any/all of the following within 8 hours of the incident:

- Fatalities
- A single incident which requires hospitalization of 3 or more employees

OSHA CENTRAL TELEPHONE NUMBER: 1-800-321-6742

Accident Investigation Report

Report No.:

Company:

Address:

1. Name of injured: S.S. No.:
2. Sex: ☐ M☐ F Age: Date of accident:
3. Time of accident: a.m. p.m. Day of accident:
4. Employee's job title:
5. Length of experience on job: years: months
6. Address of location where the accident occurred:
7. Nature of injury, injury type, and part of the body affected:
8. Describe the accident and how it occurred:
9. Cause of the accident:
10. Was personal protective equipment required? ☐yes ☐no

    Was it provided? ☐yes ☐no

    Was it being used? ☐yes ☐no

    If "no," explain:

    Was it being used as trained by supervisor or designated trainer? ☐yes ☐no

    If "no," explain:
11. Witness(es):
12. Was safety training provided to the injured? ☐yes ☐no

    If "no," explain:
13. Interim corrective actions taken to prevent recurrence:
14. Permanent corrective action recommended to prevent recurrence:
15. Date of report: , 20

    Prepared by:

Supervisor (Signature): _____ Date:_____

16. Status and follow-up action taken by safety coordinator:

Safety Coordinator (Signature) _____ Date_____

Instructions for Completing the Accident Investigation Report

An accident investigation is not designed to find fault or place blame, but it is an analysis of the accident to determine causes that can be controlled or eliminated.

(Items 1-6)Identification: This section is self-explanatory.

(Item 7) Nature of Injury: Describe the injury, e.g., strain, sprain, cut, burn, fracture.

Injury Type: First aid—injury resulted in minor injury/treated on premises; Medical—injury treated off premises by physician; Lost time—injured missed more than one day of work; No Injury—no injury, near-miss type of incident.

Part of the Body: Part of the body directly affected, e.g., foot, arm, hand, head.

(Item 8) Describe the accident: Describe the accident, including exactly what happened, and where and how it happened. Describe the equipment or materials involved.

(Item 9) Cause of the accident: Describe all conditions or acts which contributed to the accident, e.g.—

a. unsafe conditions (spills, grease on the floor, poor housekeeping or other physical conditions).

b. unsafe acts (unsafe work practices such as failure to warn, failure to use required personal protective equipment).

(Item 10) Personal protective equipment: This section is self-explanatory.

(Item 11) Witness(es): List name(s), address(es), and phone number(s).

(Item 12) Safety training provided: Was any safety training provided to the injured relating to the work activity being performed?

(Item 13) Interim corrective action: Measures taken by supervisor to prevent recurrence of incident, e.g., barricading accident area, posting warning signs, shutting down operations.

(Item 14): This section is self-explanatory.

(Item 15): This section is self-explanatory.

(Item 16) Follow-up: Once the investigation is complete, the safety coordinator shall review and follow up the investigation to ensure that corrective actions recommended by the safety committee and approved by the employer are taken and that control measures have been implemented.

Recording Procedures

The safety coordinator will control and maintain all employee accident and injury records. Records are maintained for a minimum of five (5) years and include:

- Accident Investigation Reports, see Section 7, page 17
- Workers' Compensation First Report of Injury or Illness
- Log and Summary of Occupational Injuries and Illnesses as required by OSHA'a Recordkeeping Regulation, 29 CRF 1904.2:
  - OSHA Form 300 (Rev. 1-2004): Log of Work-Related Injuries and Illnesses
  - OSHA Form 300A (Rev. 1-2004): Summary of Work-Related Injuries and Illnesses
  - OSHA Form 301: Injury and Illness Incident Report

For certain business classes, Federal OSHA provides for an exemption from accident record keeping requirements. For a current list of business classes that may be exempt from this requirement, please visit the following website: *www.osha.gov*. Go to the "Recordkeeping" link, and then the "Partially Exempt Industries" link in the middle of the page.

Safety Rules, Policies and Procedures

The safety rules contained on these pages have been prepared to protect you in your daily work. Employees are to follow these rules, review them often and use good common sense in carrying out assigned duties. These safety rules shall include both general workplace safety rules and job-specific safety rules.

General Rules:

All Employees

Job-Specific Rules:

By Occupational Class, e.g., painter, clerk, carpenter, etc.

All Employees

Housekeeping

1. Use caution signs/cones to barricade slippery areas.
2. Do not store or leave items on stairways.
3. Return tools to their storage places after using them.
4. Do not block or obstruct stairwells, exits or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
5. Do not place materials such as boxes or trash in walkways and passageways.
6. Do not use gasoline for cleaning purposes.
7. Mop up water around water fountains, drink machines and ice machines.

Lifting Procedures

General

1. Test the weight of the load before lifting by pushing the load along its resting surface.
2. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
3. Never lift anything if your hands are greasy or wet.
4. Wear protective gloves when lifting objects with sharp corners or jagged edges.

When Lifting

1. Face the load.
2. Position your feet 6"-12" apart with one foot slightly in front of the other.
3. Bend at the knees, not at the back.
4. Keep your back straight.
5. Get a firm grip on the object using your hands and fingers. Use handles when they are present.
6. Hold the object as close to your body as possible.
7. Perform lifting movements smoothly and gradually; do not jerk the load.
8. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
9. Set down objects in the same manner as you picked them up, except in reverse.
10. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.

All Employees

Ladders and Stepladders

1. Read and follow the manufacturer's instruction label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads, or other visible damage.
3. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.
4. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
5. Allow only one person on the ladder at a time.
6. Do not stand on the top two rungs of any ladder.
7. Do not stand on a ladder that wobbles or leans to the left or right of center or is crooked.

8. Do not try to "walk" a ladder by rocking it. Climb down the ladder and then move it.

Climbing a Ladder

1. Face the ladder when climbing up or down it.
2. Do not carry items in your hands while climbing up or down a ladder.
3. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down the ladder.

<u>Driving/Vehicle Safety</u>

Fueling Vehicles

1. Turn the vehicle off before fueling.
2. Do not smoke while fueling a vehicle.
3. Wash hands with soap and water if you spill gasoline on them.

Driving Rules

1. Shut all doors and fasten your seat belt before moving the vehicle.
2. Obey traffic patterns and signs at all times.
3. Maintain a three-point contact using both hands and one foot or both feet and one hand when climbing into and out of vehicles.
4. Do not leave keys in an unattended vehicle.

General

1. Do not place material such as boxes or trash in walkways and passageways.
2. Do not throw matches, cigarettes or other smoking materials into trash baskets.
3. Do not kick objects out of your pathway; pick them up or push them out of the way.
4. Keep floors clear of items such as paper clips, pencils, tacks or staples.
5. Straighten or remove rugs and mats that do not lie flat on the floor.
6. Mop up water around water fountains and drink machines.
7. Do not block your view by carrying large or bulky items; use a dolly or hand truck or get assistance from a fellow employee.
8. Store sharp objects, such as pens, pencils, letter openers or scissors, in drawers or with the points down in a container.
9. Carry pencils, scissors and other sharp objects with the tips pointing down.
10. Use the ladder or step stool to retrieve or store items that are located above your head.
11. Do not run on stairs or take more than one step at a time.
12. Keep doors in hallways fully open or fully closed.
13. Use handrails when ascending or descending stairs or ramps.

14. Obey all posted safety and danger signs.

Furniture Use

1. Open only one file cabinet drawer at a time. Close the filing cabinet drawer you were working in before opening another filing drawer in the same cabinet.
2. Use the handle when closing doors, drawers and files.
3. Put heavy files in the bottom drawers of file cabinets.
4. Do not tilt your chair on its back two legs while you are sitting in it.
5. Do not stand on furniture to reach high places.

Equipment Use

1. Do not use fans that have excessive vibration, frayed cords or missing guards.
2. Do not place floor-type fans in walkways, aisles or doorways.
3. Do not plug multiple electrical cords into a single outlet.
4. Do not use extension or power cords that have the ground prong removed or broken off.
5. Do not use frayed, cut or cracked electrical cords.
6. Use a cord cover or tape down cords when running them across aisles, between desks or across entrances or exits.
7. Turn the power switch of the local exhaust fans to "ON" when operating the blueprint machine.
8. Do not use lighting fluid to clean drafting equipment; use soap and water.

Quality Control – Sanitations Standard Operating Procedure

Facility

Coastal Cultivars ("the facility") will be designed and constructed with safe food handing and sanitation in mind. All equipment in the facility will comply with 105 CMR 590.000: *State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments* and the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces are smooth, durable and easily cleanable. The walls, ceiling and floors of all processing and storage areas are constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.

4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.

5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.

6. Lighting and light fittings are shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non- corrodible and cleanable assemblies. Adequate lighting is installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products are examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers. Coastal Cultivars will ensure adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned.

7. Buildings, fixtures, and other physical facilities are constructed in such a manner that allow them to be maintained in a sanitary condition.

8. Adequate ventilation or control equipment is installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.

9. Handwashing facilities are adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing sinks are located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. We will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

10. The facility water supply is sufficient for necessary operations. The facilities plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There is no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

11. All storage areas are constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. All entrance and exit doors to the facility are self-closing and rodent proof.
2. Training: All employees are trained on pest prevention, pest management, pest detection, and pest treatments.
3. Levels of any and all pests will be monitored and documented.
4. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste is placed in the "Marijuana Waste" container located in each processing area. This container must be impervious and covered at all times. At the end of every day, the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste is stored in the waste room in sealed containers until disposal.
5. All non-marijuana waste is placed into the appropriate impervious covered waste receptacles; Recyclable, Organic and Solid Waste. At the end of every day these containers are emptied, and the contents removed from the building and placed in the appropriate containers to await pickup.
6. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. is stored in an area away from production, processing and storage areas.

Sanitation

All marijuana products are prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food;*
- The sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments;* and
- The requirements for food handlers specified in 105 CMR 300.000*: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.*

1. Storage- Separate storage rooms are utilized for finished marijuana products.
2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
    a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
    b. Each handwashing sink is provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
    c. Handwashing sinks are of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks are easily accessible and may not be used for purposes other than handwashing.

3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation is provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.

4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.

    a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.

    b. Each compartment is supplied with adequate hot and cold potable running water.

    c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.

    d. A floor drain is located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.

    e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.

    f. An approved chemical test kit for determining sanitizer strength will be available and used.

    g. Manual Warewashing Procedure

        i. Rinse, scrape, or soak all items before washing.

        ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form.

        iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.

        iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.

        v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.

            1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.

            2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.

                a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.

        vi. To avoid recontamination of clean and sanitary items:

            1. Air dry all items on a drainboard.

2. Wash hands prior to returning to storage.

Warewashing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum 50mg/l minimum 100mg/l minimum	120°F 100°F 55°F	10 seconds 10 seconds 10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

h. Equipment Cleaning and Sanitizing Procedure

i. Disassemble removable parts from equipment.

ii. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.

1. Quaternary ammonia –200 ppm and immerse for 30 seconds
2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
3. Chlorine –50-99ppm and immerse for 7 seconds

iii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.

iv. Allow all parts of the equipment to air dry.

v. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.

vi. Re-assemble the equipment.

i. Product Preparation Surfaces- These surfaces are cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.

   i. Prescrape surface to remove gross soils.

   ii. Wash surface with recommended strength solution of pot & pan detergent.

   iii. Rinse with water and wipe dry.

   iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.

      1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds and allow to air dry.

<u>Personnel</u>

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.

   a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Board of Health, and the Commission.

   b. We will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health or the Department of Public Health.

   c. We will report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.

      i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.

2. We will conform to sanitary practices while on duty, including:

   a. Maintain adequate personal cleanliness:

      Grooming:

      i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.

ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.

a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.

iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:

- When entering the facility before work begins.
- Immediately before preparing or processing products or handling equipment.
- As often as necessary during product preparation when contamination occurs.
- In the restroom after toilet use and when you return to your workstation.
- When switching between working areas.
- After touching face, nose, hair, or any other body part, and after sneezing or coughing.
- After cleaning duties.
- Between each task performed and before wearing disposable gloves.
- After eating or drinking.
- Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.

a. Wash hands only in hand sinks designated for that purpose.

b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.

ii. Wear apron or lab coat on site, as appropriate.

- Do not wear apron or lab coat to and from work.
- Take off apron or lab coat before using the restroom.
- Remove apron or lab coat when leaving the production or processing area.
- Change apron or lab coat if it becomes soiled or stained.

iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.

iv. Wear gloves when handling products or product ingredients that will not be heated-treated.

v. Wear gloves when packaging products.

vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.

ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.

iii. Refrain from wearing jewelry in the food/product production and processing area.

- Only a plain wedding band.
- No necklaces, bracelets, or dangling jewelry are permitted.
- No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

i. Bandage any cut, abrasion, or burn that has broken the skin.

ii. Cover bandages on hands with gloves and finger cots and change as appropriate.

iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

i. Our facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.

ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.

iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

<u>HACCP- Hazard Analysis and Critical Control Point</u>

Coastal Cultivars will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that we will manufacture. Once operational we will:

1. Assemble the HACCP team.

2. Describe the product and its distribution.
3. Describe the intended use and consumers of the product.
4. Develop a flow diagram which describes each process.
5. Verify the flow diagram.
6. Conduct a hazard analysis for each product.
7. Determine critical control points (CCPs) for each product.
8. Establish critical limits.
9. Establish monitoring procedures.
10. Establish corrective actions.
11. Establish verification procedures.
12. Establish record-keeping and documentation procedures.

Training

Coastal Cultivars will provide training and training opportunities to all of its employees. In addition to required training, we will encourage advanced training to all employees in the areas of Plant Safety, Safe Production Processes, Good Manufacturing Practices and HACCP.

1. All employees are trained on basic plant safety prior to or during the first day of employment.
    a. Include basic product safety training as part of new employee orientation.
    b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
    c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
    d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
2. All employees engaging in the trimming or packaging are trained and certified in;
    a. A nationally accredited Food Handler Program (i.e. ServSafe)
3. Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.
4. Monthly in-service training.
5. Require all managers to be Certified Food Protection Mangers (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.

7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.