



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282884
Original Issued Date: 05/07/2021
Issued Date: 05/07/2021
Expiration Date: 05/07/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Coastal Cultivars, Inc.

Phone Number: 617-407-7154
Email Address: krishnagandhi89@gmail.com

Business Address 1: 399 Boylston Street
Business City: Boston
Business State: MA
Business Address 2: Sixth Floor
Business Zip Code: 02116
Mailing Address 1: 399 Boylston Street
Mailing City: Boston
Mailing State: MA
Mailing Address 2: Sixth Floor
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: 43 Percentage Of Control: 43
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: 42 Percentage Of Control: 42
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 is the sole Member of Samoel Ventures, LLC
Foreign Subsidiary Narrative:
Entity Phone: 303-902-2871 Entity Email: jarrad.glennon@gmail.com Entity Website:
Entity Address 1: 399 Boylston Street Entity Address 2: Sixth Floor
Entity City: Boston Entity State: MA Entity Zip Code: 02116
Entity Mailing Address 1: 399 Boylston Street Entity Mailing Address 2: Sixth Floor
Entity Mailing City: Boston Entity Mailing State: MA Entity Mailing Zip Code: 02116
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. Mr. 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, LLC. Benjamin Smith is the sole Member of Greenfin, LLC.

Foreign Subsidiary Narrative:

Entity Phone: 303-902-2871

Entity Email: bigeye10@gmail.com

Entity Website:

Entity Address 1: 3 Codman Road

Entity Address 2:

Entity City: Hingham

Entity State: MA

Entity Zip Code: 02043

Entity Mailing Address 1: 3 Codman Road

Entity Mailing Address 2:

Entity Mailing City: Hingham

Entity Mailing State: MA

Entity Mailing Zip Code:
02043

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. Mr. Smith's interest in the Marijuana Establishment is through Greenfin, LLC.

Entity with Direct or Indirect Authority 3

Percentage of Control: 42

Percentage of Ownership: 42

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. Krishan Gandhi is the sole Member of Walnut 1st Partners, LLC.

Foreign Subsidiary Narrative:

Entity Phone: 860-942-0472

Entity Email: krishnagandhi89@gmail.com

Entity Website:

Entity Address 1: 82 Wendell Avenue

Entity Address 2: Suite 100

Entity City: Pittsfield

Entity State: MA

Entity Zip Code: 01201

Entity Mailing Address 1: P.O. Box 158

Entity Mailing Address 2:

Entity Mailing City: Golden

Entity Mailing State: CO

Entity Mailing Zip Code:
80402

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. Mr. 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

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Walnut 1st Partners, LLC

Entity DBA:

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

Date generated: 12/01/2021

Page: 3 of 9

Address 1: 82 Wendell Avenue		Address 2: Suite 100	
City: Pittsfield	State: MA	Zip Code: 01201	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$417982	Percentage of Initial Capital: 50
Capital Attestation: Yes			

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 Street		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: CO&RO Partners, LLC		Entity DBA:	
Entity Description: Retail marijuana store			
Entity Phone: 303-902-2871	Entity Email: bretonpepe@yahoo.com	Entity Website:	
Entity Address 1: 250 Main Street		Entity Address 2:	
Entity City: Longmont	Entity State: CO	Entity Zip Code: 80501	Entity Country: USA
Entity Mailing Address 1: 6260 S. Main Street		Entity Mailing Address 2:	
Entity Mailing City: Longmont	Entity Mailing State: CO	Entity Mailing Zip Code: 80501	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: L3Astockcomplex, LLC **Entity DBA:** Eufloa
Entity Description: Retail marijuana store and retail marijuana greenhouse cultivation
Entity Phone: 303-902-2871 **Entity Email:** **Entity Website:**
bretonpepe@yahoo.com
Entity Address 1: 4305 Brighton Boulevard **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:** **Entity Mailing Country:**
80016 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: Aspen P&P **Entity DBA:** Eufloa
Entity Description: Retail marijuana store
Entity Phone: 303-902-2871 **Entity Email:** **Entity Website:**
bretonpepe@yahoo.com
Entity Address 1: 710 E. Durant Avenue **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:** **Entity Mailing Country:**
80016 USA

Business Interest in Other State 6

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

Owner First Name: Jose **Owner Last Name:** Breton **Owner Suffix:**
Entity Legal Name: Cornerstone Health and Wellness, Inc. **Entity DBA:** Eufloa
Entity Description: Marijuana Retail Facility
Entity Phone: 303-902-2871 **Entity Email:** **Entity Website:**
ryan.wimpee@gmail.com
Entity Address 1: 1147 E. South Street **Entity Address 2:**
Entity City: Long Beach **Entity State:** CA **Entity Zip Code:** 90805 **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:** **Entity Mailing Country:**
80016 USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 454 Main Street
Establishment Address 2:
Establishment City: Great Barrington **Establishment Zip Code:** 01230
Approximate square footage of the establishment: 5719 **How many abutters does this property have?:** 44

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	COM Attestation - signed.pdf	pdf	5fcc2856d8789e0780e41112	12/05/2020
Community Outreach Meeting Documentation	COM attachments.pdf	pdf	5fcc287887f4c7077b6104b4	12/05/2020
Plan to Remain Compliant with Local Zoning	Plan to rem comp local zoning.pdf	pdf	5fcc288e301ec4074f755188	12/05/2020
Certification of Host Community Agreement	SIGNED HCA Cert_.pdf	pdf	5fdbb0b92027b107e8dc6775	12/17/2020

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.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Pos Impact rev 1.8.21.pdf	pdf	5ff8c2ebe826e207c07dc4d8	01/08/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

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

Individual Background Information 4

Role: Owner / Partner Other Role:

First Name: Jarrad Last Name: Glennon 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, LLC. Ben Smith is the sole member of Greenfin, LLC.

Phone: 617-838-7997

Email: bigeye10@gmail.com

Primary Business Address 1: 3 Codman Road

Primary Business Address 2:

Primary Business City: Hingham

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, LLC. 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, LLC. Krishna Gandhi is the sole member Walnut 1st Partners, LLC.

Phone: 860-942-0472

Email: krishnagandhi89@gmail.com

Primary Business Address 1: 82 Wendell Avenue

Primary Business Address 2: Suite 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
Department of Revenue - Certificate of Good standing	09042020 MA DoR Certificate of Good Standing.pdf	pdf	5fcc5ad7301ec4074f7551a4	12/05/2020
Secretary of Commonwealth - Certificate of Good Standing	Sec of State Good Standing.pdf	pdf	5fcc5b2c5ea0dd074817ad4c	12/05/2020

Articles of Organization	Art of Org.pdf	pdf	5fdbba4344f61c07f67fc612	12/17/2020
Bylaws	Bylaws.pdf	pdf	5fdbba60982b2307e199195e	12/17/2020
Secretary of Commonwealth - Certificate of Good Standing	20201230 Dept of Unemployment Cert of Good Standing.pdf	pdf	5fecfe02b11eae07c3c57ac7	12/30/2020

No documents uploaded

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
Plan for Liability Insurance	Plan to obtain Liab Ins.pdf	pdf	5fcc5d97aa3b3307861d0fea	12/05/2020
Business Plan	Coastal Cultivars BP retail 12 2020.pdf	pdf	5fdbbae0d18fa907c7d901b4	12/17/2020
Proposed Timeline	Timeline rev 2.pdf	pdf	5fdbbc6889d382080d8eb5e4	12/17/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Energy Compliance Plan	Energy Compliance Narrative.pdf	pdf	5fcc5e8163caf5075a67d9ca	12/05/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5fcc5e90728b9907c6dd7216	12/05/2020
Maintaining of financial records	Mtn of Fin Rec and Rec Kpg Plan.pdf	pdf	5fcc5ebe91587f078718ecea	12/05/2020
Record Keeping procedures	Record Keeping Procedure.pdf	pdf	5fcc5ed3fda125079558402d	12/05/2020
Personnel policies including background checks	Personnel Pol inc bckg checks.pdf	pdf	5fcc5eeadd0ccd077448e73a	12/05/2020
Dispensing procedures	Dispensing Procedures.pdf	pdf	5fcc5f0087f4c7077b6104d3	12/05/2020
Quality control and testing	Policy for Quality Control and Product Testing.pdf	pdf	5fcc5f2515105a077971207c	12/05/2020
Inventory procedures	Policy for Inventory.pdf	pdf	5fcc5f495ea0dd074817ad56	12/05/2020
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5fcc5f5aaa3b3307861d0fee	12/05/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5fcc5f78c3fca007695a8d5f	12/05/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5fcc5fa5925f52079a1f2aaa	12/05/2020
Security plan	CC Security Plan.pdf	pdf	5fcc5fd8301ec4074f7551b0	12/05/2020
Restricting Access to age 21 and older	Plan for Rest Acc age 21 and older.pdf	pdf	5fcc5ffc63caf5075a67d9cf	12/05/2020
Separating recreational from medical operations, if applicable	Separating Recreational from Medical Operations.pdf	pdf	5fcc6040aa3b3307861d0ff2	12/05/2020
Plan for obtaining marijuana or marijuana products	Obtaining Products.pdf	pdf	5fcc6067c3fca007695a8d63	12/05/2020
Diversity plan	Diversity Plan rev 1.pdf	pdf	5ff8c3cb841ecf07f32abb08	01/08/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:30 PM
Tuesday From: 8:00 AM	Tuesday To: 9:30 PM
Wednesday From: 8:00 AM	Wednesday To: 9:30 PM
Thursday From: 8:00 AM	Thursday To: 9:30 PM
Friday From: 8:00 AM	Friday To: 9:30 PM
Saturday From: 8:00 AM	Saturday To: 9:30 PM
Sunday From: 8:00 AM	Sunday To: 9:30 PM

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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

b. Name of publication:

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:

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:

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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:

 <u>Jose Breton (Dec 4, 2020 14:37 AST)</u>	 <u>Jose Breton (Dec 4, 2020 14:37 AST)</u>
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COM Attestation


Final Audit Report


2020-12-04


Created:	2020-12-04
By:	Rebecca Adams (radams@cobblestoneintegrated.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzM1Hwzc7C2Bit1IDQWFLfND_PFQ5hqT-


"COM Attestation" History

 Document created by Rebecca Adams (radams@cobblestoneintegrated.com)
2020-12-04 - 5:12:14 PM GMT- IP address: 73.167.236.82

 Document emailed to Jose Breton (bretonpepe@yahoo.com) for signature
2020-12-04 - 5:12:43 PM GMT

 Email viewed by Jose Breton (bretonpepe@yahoo.com)
2020-12-04 - 5:49:06 PM GMT- IP address: 72.28.209.70

 Document e-signed by Jose Breton (bretonpepe@yahoo.com)
Signature Date: 2020-12-04 - 6:37:03 PM GMT - Time Source: server- IP address: 166.216.158.47

 Agreement completed.
2020-12-04 - 6:37:03 PM GMT

**Attachment A NOTICE OF
COMMUNITY OUTREACH
MEETING
COASTAL CULTIVARS LLC**

Notice is hereby given of that Coastal Cultivars LLC will host a Community Outreach Meeting to discuss the proposed siting of an Adult Use Marijuana Retail Establishment at 454 Main St. Great Barrington, MA 01230 in accordance with 935 CMR 500.101 of the regulations of the Massachusetts Cannabis Control Commission. The Meeting will occur at:

September 17, 2020

6:00 PM

Via Zoom:

<https://zoom.us/j/93501721631?pwd=K09MTU1WU11vZXFDOUtaaFB1cjNZZz09>

Passcode: 173689

Telephone Access:

16465588656,,93501721631

#,,,,,,0#,,173689#

to have access information sent to you via email, send a request to puciloski@lazanlaw.com

Topics to be discussed at the meeting include, but are not limited to:

Site Plan for the Establishment
Plans to Maintain a Secure Facility
Plans to Have a Positive Impact on the Community
Plans to Prevent Diversion to Minors
Plans to Ensure That the Establishment Will Be an Asset to, and Not a Nuisance to, the Community

Interested members of the community are encouraged to attend, ask questions and receive information from Company representatives about the proposed facility and its operation.

AD# 51019

09/02/2020

LAZAN GLOVER & PUCILOSKI LLP
BOSTON • GREAT BARRINGTON

DAVID M. LAZAN*
PETER L. PUCILOSKI
ALEXANDRA H. GLOVER
ADRIENNE L. ARNOLD

OF COUNSEL
SCOTT A. SANES[◊]
JAMES B. MCLINDON

785 MAIN STREET
GREAT BARRINGTON, MA 01230
TELEPHONE 413-644-0200
FAX 413-644-0201
www.lazanlaw.com

Peter L. Puciloski
Email puciloski@lazanlaw.com

September 3, 2020

By Email: The Berkshire Eagle, news@berkshireeagle.com
The Berkshire Edge, news@theberkshireedge.com
The Newsletter, thenewsltr@gmail.com
The Berkshire Record, newa@berkshirerecord.net

COASTAL CULTIVARS LLC COMMUNITY OUTREACH MEETING

FOR IMMEDIATE RELEASE

Great Barrington, MA – Costal Cultivars LLC with host a Community Outreach Meeting to discuss the proposed siting of an Adult Use Marijuana Retail Establishment at 454 Main St. Great Barrington, MA 01230, in accordance with 935 CMR 500.101 of the regulations of the Massachusetts Cannabis Control Commission. The meeting will take place via Zoom at the following link on September 17, 2020:

<https://zoom.us/j/93501721631?pwd=K09MTUIWUllvZXFD0UtaaFB1cjNZZz09>
Passcode: 173689

Telephone Access: 16465588656,,93501721631#,,,,,0#,,173689#
To have access information sent to you via email, send a request to
puciloski@lazanlaw.com

Topics to be discussed at the meeting include, but are not limited to:

- Site Plan for the Establishment
- Plans to Maintain a Secure Facility
- Plans to Have a Positive Impact on the Community
- Plans to Prevent Diversion to Minors
- Plans to Ensure That the Establishment Will Be an Asset to, and Not a Nuisance to, the Community

Interested members of the community are encouraged to attend, ask questions, and receive information from Costal Cultivars Company representatives about the proposed facility and its operation.

*Also admitted in Florida

◊ Also admitted in Texas

LAZAN GLOVER & PUCILOSKI LLP

BOSTON • GREAT BARRINGTON

DAVID M. LAZAN*
PETER L. PUCILOSKI
ALEXANDRA H. GLOVER
ADRIENNE L. ARNOLD

OF COUNSEL
SCOTT A. SANES^o
JAMES B. MCLINDON

785 MAIN STREET
GREAT BARRINGTON, MA 01230
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Peter L. Puciloski
Email puciloski@lazanlaw.com

August 27, 2020

TOWN OF GREAT BARRINGTON
334 Main St RM 208
Great Barrington MA, 01230

Re: Cannabis Permitting, 454 Main Street Great Barrington

Dear Sir or Madam:

You are receiving this notice because you are an abutter of 454 Main Street Great Barrington. Please find the enclosed Notice of Community Outreach meeting for Coastal Cultivars LLC. This meeting will be an opportunity for members of the community to ask questions and receive information about the proposed facility and its operation.

Very truly yours,



Peter L. Puciloski

PLP/msl

Enclosure

*Also admitted in Florida
^oAlso admitted in Texas

NOTICE OF COMMUNITY OUTREACH MEETING
COASTAL CULTIVARS LLC

Notice is hereby given of that coastal cultivars LLC will host a Community Outreach Meeting to discuss the proposed siting of an Adult Use Marijuana Retail Establishment at 454 Main St. Great Barrington, MA 01230 in accordance with 935 CMR 500.101 of the regulations of the Massachusetts Cannabis Control Commission. The Meeting will occur at:

September 17, 2020

6:00 PM

Via Zoom:

<https://zoom.us/j/93501721631?pwd=K09MTUIWUllvZXFDOUtaaFB1cjNZZz09>

Passcode: 173689

Telephone Access: 16465588656,,93501721631#,,,,,0#,,173689#

to have access information sent to you via email, send a request to

puciloski@lazanlaw.com

Topics to be discussed at the meeting include, but are not limited to:

Site Plan for the Establishment

Plans to Maintain a Secure Facility

Plans to Have a Positive Impact on the Community

Plans to Prevent Diversion to Minors

Plans to Ensure That the Establishment Will Be an Asset to, and Not a Nuisance to, the Community

Interested members of the community are encouraged to attend, ask questions and receive information from Company representatives about the proposed facility and its operation.

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Abutters w/in 500 ft - All Notified of meeting

map_par_id	owner1	own_addr	own_city
1130220000000410		19 POPE ST	GT BARRINGTON
1130220000000010		80 MAPLE AVE SUITE 1	GT BARRINGTON
		5 SOUTH ST	GT BARRINGTON
		239 SPENCER RD	BASKING RIDGE
1130220000000190		497 MAIN ST #4	GT BARRINGTON
113022000000003A		PO BOX 627	GT BARRINGTON
1130220000000170		485 MAIN ST	GT BARRINGTON
1130210000000100		80 MAPLE AVE SUITE 1	GT BARRINGTON
1130210000000100		PO BOX 65	GT BARRINGTON
1130220000000410		801 WEST END AVE	NEW YORK
1130220000000100		C/O LEE BANK	LEE
1130220000000410		80 MAPLE AVE SUITE 1	GT BARRINGTON
		33 SOUTH ST	GT BARRINGTON
1130220000000050		PO BOX 491	MILLERTON
1130220000000180		127 WEST AVE	GT BARRINGTON
1130220000000410		80 MAPLE AVE SUITE 1	GT BARRINGTON
1130220000000270		518 MAIN ST	GT BARRINGTON
1130210000000100		PO BOX 544	OTIS
1130210000000110		PO BOX 1090	GT BARRINGTON
1130190000000980		PO BOX 721098	JACKSON HEIGHTS
1130210000000100		80 MAPLE AVE SUITE 1	GT BARRINGTON
1130220000000120		500 MAIN ST	GT BARRINGTON
1130220000000410		80 MAPLE AVE #B	GT BARRINGTON
1130210000000080		4 FOREST ROW	GT BARRINGTON
1130220000000410		335 DEVON RD	LEE
113022000000041C		80 MAPLE AVE	GT BARRINGTON
1130220000000110		506 MAIN ST	GT BARRINGTON
1130190000000990		10 SOUTH ST	GT BARRINGTON
1130220000000300		138 EAST ST	MT WASHINGTON
1130190000000970		1 MONARCH PLACE #1900	SPRINGFIELD
1130220000000410		80 MAPLE AVE SUITE 1	GT BARRINGTON
1130220000000140		490 MAIN ST #2	GT BARRINGTON
1130210000000100		80 MAPLE AVE SUITE 1	GT BARRINGTON
1130220000000410		80 MAPLE AVE SUITE 1	GT BARRINGTON
		280 MERRIMACK ST STE A	METHUEN
1130220000000200		1923 STANFORD RD N	JACKSONVILLE
1130220000000060		20 MAPLE AVE	GT BARRINGTON
1130210000000100		949 MAIN ST	GT BARRINGTON
1130220000000080		14 POPE ST	GT BARRINGTON
		389 MAIN ST	GT BARRINGTON
1130220000000160		P O BOX 314	HOUSATONIC
1130220000000150		334 MAIN ST RM 208	GT BARRINGTON
1130210000000100		80 MAPLE AVE SUITE 1	GT BARRINGTON
1130220000000410		80 MAPLE AVE #6	GT BARRINGTON
1130220000000410		80 MAPLE AVE SUITE 1	GT BARRINGTON
1130220000000410		7 SENTRY HILL PLACE	BOSTON

map_par_id	owner1	own_addr	own_city
1130220000000010	[REDACTED]	NE 5 SOUTH ST	GT BARRINGTON
113022000000003A	[REDACTED]	PO BOX 627	GT BARRINGTON
1130220000000140	[REDACTED]	490 MAIN ST #2	GT BARRINGTON
	[REDACTED]	389 MAIN ST	GT BARRINGTON
1130220000000160	[REDACTED]	R P O BOX 314	HOUSATONIC
1130220000000150	[REDACTED]	334 MAIN ST RM 208	GT BARRINGTON
	[REDACTED]	20 MAPLE AVE	GT BARRINGTON

Plan to Remain Compliant with Local Zoning

Purpose

Coastal Cultivars, LLC will remain compliant at all times with the local codes, ordinances, and bylaws including but not limited to the zoning requirements set forth in the Great Barrington 2019 Zoning Bylaws. Coastal Cultivars is proposing a retail marijuana establishment located at 454 Main Street, Great Barrington, MA 01230. The Town of Great Barrington marijuana zoning is permitted in zones “B”, “HVC”, “B2”, “B2X”, “I”, of which Coastal Cultivars is in accordance with Great Barrington’s Zoning Ordinance.

Our establishment is allowed under the current zoning requirements pursuant to issuance of a special permit. Coastal Cultivars received its special permit approval from the Town of Great Barrington on November 23, 2020, and the decision will be filed as of December 21, 2020 authorizing its marijuana retailer use. Coastal Cultivars will comply with all conditions and standards set forth in any local permit required to operate a marijuana establishment at 454 Main Street, Great Barrington, MA 01230.

Plan

Coastal Cultivars is currently compliant with the requirements outlined in the Zoning Code Ordinance. It is the intention of Coastal Cultivars to remain compliant with all relevant local codes, ordinances, and bylaws applicable to a retail marijuana retail establishment. Coastal Cultivars will comply with the criteria set forth in Great Barrington’s zoning ordinance and Coastal Cultivars has also retained General Counsel to assist with ongoing compliance with local codes, zoning ordinances, and by-laws to remain fully compliant.

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Coastal Cultivars, LLC

2. Name of applicant’s authorized representative:

Krishna Gandhi

3. Signature of applicant’s authorized representative:



12/16/2020

4. Name of municipality:

Town of Great Barrington

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

MARK PRUHENSKI — TOWN MANAGER



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



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

M PRUHENSKI @ TOWNOFGB.ORG

8. Host community agreement execution date:

DECEMBER 7 - 2020



Plan to Positively Impact Areas of Disproportionate Impact

Introduction

The Cannabis Control Commission (“Commission”) has identified certain communities in Massachusetts as areas of disproportionate impact. Although Great Barrington, Massachusetts is not one of those communities, our proposed marijuana retailer establishment will be located twenty miles from Pittsfield, Massachusetts, a community identified as an area of disproportionate impact.

Coastal Cultivars will partner with the Masshire Career Center located at 160 North Street, Pittsfield, MA 01201 to provide job opportunities to the community and to meet the hiring goals discussed below in our plan. Coastal Cultivars will make a commitment to the community to provide job opportunities to lift communities of disproportionate impact. In pursuit of that objective, Coastal Cultivars will exert best efforts to provide access, foster inclusivity, and broadcast opportunities to the residents of Pittsfield, in order to remove existing barriers to entry in the adult-use cannabis industry.

Goals

1. Recruit and establish a workforce of individuals from disenfranchised populations.
2. It is our goal to utilize 25% suppliers of goods and services, which will include but not be limited to vendors, contractors and builders (and/or ancillary services from businesses). Vendors, contractors, builders and ancillary services from businesses will be sourced locally from Pittsfield, a Commission-designated area of disproportionate impact. If the vendors, builders and contractors cannot be sourced from Pittsfield, we will source then from West Springfield.

Coastal Cultivars will positively impact communities of disproportionate impact by providing employment opportunities and training, through real-world experience, to residents of Pittsfield with the goal of providing advancement in the adult-use cannabis industry. More specifically, Coastal Cultivars will target employment opportunities for Pittsfield residents who have past marijuana-related drug convictions (to the extent permitted by law and Commission regulations) and/or parents or spouses with drug convictions. Coastal Cultivars hopes that, by directing its hiring efforts to these communities, it can provide prosperity from the adult-use cannabis industry to individuals from all walks of life and backgrounds. Coastal Cultivars’ long-term target for its Great Barrington marijuana retailer location is to hire a staff that is at least 25% composed of residents (or former residents) of Pittsfield and other areas of disproportionate impact with past marijuana related CORIs and/or parents or spouses with drug convictions.

Plan

Coastal Cultivars will focus on creating, implementing and maintain an employment approach to attract qualified candidates from Pittsfield and areas of disproportionate impact. With respect to staffing and employment opportunities, Coastal Cultivars will give hiring preference to qualified applicants who are residents of Pittsfield and/or who have marijuana related CORIs and/or parents or spouses with drug convictions. To achieve this goal, Coastal Cultivars intends to, in partnership with its community partners (primarily the Masshire Career Center) and will fund and host two (2) job fairs in Pittsfield and various areas of disproportionate impact, in order to identify and recruit residents who have an interest in the adult-use cannabis industry. Coastal Cultivars will organize, publicize these job fairs with the Masshire Career Center.

To further ensure Coastal Cultivars meets its goals and objectives to positively benefit areas of

disproportionate impact, Coastal Cultivars will utilize 25% suppliers of goods and services, which will include but not be limited to vendors, contractors and builders (and/or ancillary services from businesses) from Pittsfield, MA. If we cannot reach our goal of 25%, we will source our vendors, contractors, builders and suppliers from West Springfield.

Plan Measurement

Coastal Cultivars will track its positive impact goals, metrics, and results. Records of our goals and metrics will be maintained in accordance with the Commission's record keeping procedures. Documentation includes but is not limited to; employment applications, employment and advancement opportunities, and date and amount of donations distributed. In addition, Coastal Cultivars will record and document its participation at our job fairs. This process will include recording (through use of sign-in sheets or the like) and following-up (via email communications or mailings) with attendees who express interest in employment opportunities at Coastal Cultivars' marijuana retailer establishment.

Prior to opening and in its first year of operations, Coastal Cultivars will organize, publicize and host our job fairs. Coastal Cultivars will then compare and analyze how many of the residents ultimately apply for full-time or part-time opportunities. This evaluation of attendees will permit Coastal Cultivars to accurately measure its efforts to ensure goals are being met. In turn, Coastal Cultivars will regularly audit these results and recalibrate its local publicity of job postings, job fairs and if necessary, increase outreach hiring programs. The General Manager will oversee progress toward Coastal Cultivars' goals by obtaining, at least annually, employee biographical data through self-identifying surveys. Review of biographical data through surveys will ensure that Coastal Cultivars is regularly evaluating progress toward its hiring goals and employing corrective actions if intermediary targets are not being met.

Coastal Cultivars will track its positive impact goals, metrics, and results for all proposals, contracts, and agreements with our vendors, contractors, and suppliers. Records of our goals and metrics will be maintained in accordance with the Commission's record keeping procedures. We will document proposals we have received and/or executed contracts from our vendors, contractors, builders and suppliers, by the town the company resides to ensure we have met our goals. We will advertise for services and goods in Pittsfield, and West Springfield. Based upon our records of executed contracts, Coastal Cultivars will be able to ensure we are reaching our goals to positively impact Pittsfield, and/or West Springfield; both geographic areas of disproportionate impact. The Chief Operating Officer will be responsible for ensuring Coastal Cultivars is hiring vendors, contractors, builders, and suppliers that will positively impact both geographic areas of disproportionate impact. If the COO, will review the contracts and agreements on a quarterly basis to ensure our goals will be met.

Acknowledgments

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.



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?

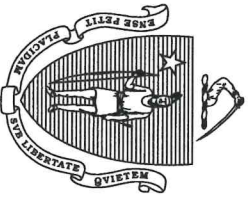
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

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



William Francis Galvin
Secretary of the
Commonwealth

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

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 BRETTON**

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 BRETTON, 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.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth



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 cause, 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 or 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 provided in this Agreement 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 approval 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 provided based upon the number of Units held by such Member shall be subject to the terms, conditions, and obligations set forth in any award agreements, incentive and/or compensation agreement applicable to such Units, including vesting and forfeiture provisions, as the Managers determines in its sole discretion. The number of Units, including Profits Interest 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 approved 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 contributions 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 an 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 or 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 or 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 purposes 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 it 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 purposes 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 as 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

<u>Name</u>	<u>Address</u>	<u>Percentage Interests</u>	<u>Units</u>	<u>Capital Contributions</u>
Samoel Ventures, LLC	399 Boylston Street 6 th 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
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



301816174

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

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

EAN: 22170050
December 30, 2020

Certificate Id:43868

The Department of Unemployment Assistance certifies that as of 12/30/2020 ,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

Liability Insurance

The purpose of this plan is to outline how Coastal Cultivars, LLC will maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement. Coastal Cultivars, LLC will maintain an insurance policy in place that satisfies the requirement under 935 CMR 500.105(10). Coastal Cultivars will maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible for each policy is not higher than \$5,000 per occurrence. Coastal Cultivars will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.

Coastal Cultivars, LLC

Retail Business Plan

Product

Coastal Cultivars will have relationships and contracts with Massachusetts Licensed Marijuana Cultivators and Marijuana Product Manufacturers to supply our retail business located at 454 Main Street, Great Barrington, MA 01230. These entities will be operating as licensed Marijuana Establishments under the Commission. Coastal Cultivars will execute written agreements outlining wholesale agreements for marijuana and marijuana products. Once our Cultivation and Product Manufacturing license is operational, Coastal Cultivars will source Marijuana product from our outdoor grow facility in Wareham, MA.

Customers

Our target customers will be customers from Great Barrington and surrounding towns. We have created a marketing platform to support our brand consisting of in-store education and social media. We will launch our product in our Great Barrington retail location once our cultivation and product manufacturing facility in Wareham is up and running. As we ramp up production, we will also begin to sell on the wholesale market. Our customers safety is imperative. All customers will be 21 years or older before they are granted access into our facility.

Timeline

The proposed timeline below is an estimate for achieving our retail operations. It is our intent to begin operations after notification by the Commission we have received our license to operate. It is our intent to prepare for and maintain the timeline listed below. Coastal Cultivars has the appropriate funding to complete our project. Because the building was a high-end jewelry retailer, only minor modifications to the FF&E and security systems will be needed. No building renovations or any modifications requiring building permits will be needed.

Proposed Timeline	Tasks/Deadlines
December 2020	Submit CNB Application
January 2021	CNB Application Deemed Complete
January 2021	Finalize Security Updates and Begin Renovations
February 2021	Receive Provisional License from the CNB
March 2021	Request Post-Provisional License Inspection (PPLI)/Have PPLI Inspection
March/April 2021	Finalize job descriptions, receive CNB approval, submit job postings and start recruitment process
April 2021	Begin sourcing for Product and have final contracts executed, all hiring decisions made, employee training begins
April 2021	Have Post-Final License Inspection (PFLI)
1 st week of May 2021	Begin Retail Operations

Anticipated Sales:

	\$	Year 1	Year 2	Year 3
Total Revenues		6,099,363	10,215,710	11,010,130
Total Cost of Goods Sold		-1,394,096	-1,776,142	-1,909,338
Total Operating Expenses		-2,472,138	-2,452,475	-2,436,581
EBITDA		2,589,019	6,352,042	7,029,160
Interest Expense		-751,156	-719,905	-620,970
Net Income		375,309	3,073,504	3,648,616

Estimated Startup Cost(s)

Security Infrastructure	\$85,000
Display Cases	\$10,000
Dumpster and Fencing for Dumpster	\$6,000
Interior/Exterior Signage	\$900
ID Scanners	\$800
Computers/Registers	\$10,000
Employee Training Programs	\$2,500
Product	500,000
Labels/Label Makers	\$300.00

Energy Compliance Narrative

The ownership team at Coastal Cultivars are committed to energy efficiency and conservation. Our project's design will follow all applicable regulations in 935 CMR 500.105(15). Additionally, the project's team of consultants will take steps to ensure maximum energy efficiency throughout this facility as required by code and law. Our retail dispensary is a historic building and minimal renovations are allowable, however, the project team has identified potential energy use reduction opportunities and implemented these into the renovation of the facility. The design and operation of this establishment aims to reduce the facility's overall energy demand.

The dispensary will be designed to allow as much natural light into the space but as to not have the ability to see any marijuana products from outside of the facility. This will result in fewer lights being required to continually illuminate the space. If possible, LED light fixtures will be utilized to reduce electrical load for the spaces throughout the dispensary and all supporting spaces.

To further our initiative to decrease our energy consumption, our design team will design and install motion activated light switches, and heating and air conditioning controls that can be programmed to save energy when the building is empty (during no working hours).

Given the other parameters of this project (size, geographic location, and the existing conditions of the establishment) additional opportunities for renewable energy generation and energy efficiency programs under M.G.L. c. 25, § 21 will be considered prior to submitting our Architectural design submission to the Cannabis Control Commission. Our management team will continue to search for all options for implementing renewable energy.

Qualifications and Training Policy and Procedure

Purpose

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 (“CNCB”) or any other regulatory agency. The purpose of this policy is to outline the responsibilities of Coastal Cultivars, Coastal Cultivars’ management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

Qualifications for Coastal Cultivars Marijuana Establishment Agent

The minimum requirements to become a Coastal Cultivars Marijuana Establishment Agent (“Agent”) are outlined below. All Coastal Cultivars board members, directors, employees, executives, managers, vendors, or volunteers will register with the Commission as an Agent. For clarity, an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Agents of Coastal Cultivars must:

1. Be 21 years of age or older.
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority.
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Coastal Cultivars has developed job descriptions for all positions with the company. While all Agents must meet the qualifications listed above, several of our positions will require additional qualifications depending on the required duties.

Required Training for Agents of Coastal Cultivars

Pursuant to 935 CMR 500.105(2)(a) Coastal Cultivars will ensure all Coastal Cultivars Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom and online classes during onboarding will include, but not be limited to:
 - a. Code of Conduct
 - b. Customer Service
 - c. Verifying Identifications
 - d. Marijuana Regulations
 - e. Security and Safety
 - f. Emergency Procedures/Disaster Plan
 - g. Diversion of Marijuana
 - h. Terminatable Offences
 - i. Confidential Information

- j. Employee Policies (all employee policies from the handbook will be covered) including but not limited to:
 - i. Alcohol, smoke and drug-free workplace
 - ii. Equal Employment Policy
 - iii. Anti-Harassment and Sexual Harassment Policy
 - iv. Americans with Disability Act
 - v. Employee Assistance Policy
 - vi. Diversity Plan
2. After the initial training is complete Agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized, on the job training or through external training platforms. This includes training on all systems including but not limited to; Point of Sale, METRC, and Security/IT.
3. All Agents of Coastal Cultivars will receive a minimum of 8 hours of training annually.
4. Coastal Cultivars will record, maintain and store 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. These records will be stored in the Agents Personnel File. Training records will be retained by Coastal Cultivars for at least one year after an Agents' termination.
5. Coastal Cultivars will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor".
 - a. Each Coastal Cultivars owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year.
 - b. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Coastal Cultivars will allow and encourage them to attend on a voluntary basis.
 - c. Coastal Cultivars will maintain records of responsible vendor training program compliance for four years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
 - d. Additional ongoing training will be provided. All training courses will be assigned and tracked. These training will include but are not limited to; Customer Service, Workplace Harassment, Prevention for Diversion, COVID-19 Safety Protocols, Active Shooter Response, Privacy and Information Security. All training will be documented and available to the Commission.

Maintenance of Financial Records Policy and Procedure

Purpose

Coastal Cultivars, LLC 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 (“CCC” or “the Commission”) or any other regulatory agency. The intent of this policy is to provide clear and concise instructions for Coastal Cultivars employees regarding the Maintenance of Financial Records are maintained in a compliant manner in compliance with all regulations and laws.

Policy

Coastal Cultivars’ financial records will be kept and maintained according to generally accepted accounting principles. The CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. The Financial Controller will maintain the records. All Coastal Cultivars financial/business records will be available for inspection to the Commission upon request.

Coastal Cultivars will maintain all business records in manual and electronic (computerized) form. These records include, but are not limited to;

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records Coastal Cultivars will incorporate the following into our business operations:

1. Coastal Cultivars will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees.
2. Coastal Cultivars will maintain a banking relationship in Massachusetts with a Bank to provide banking services for our company.
3. Coastal Cultivars will use up to date financial software programs for all financial transactions.
4. Coastal Cultivars will not utilize software or other methods to manipulate or alter sales data. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data. Coastal Cultivars will maintain records that it has performed the monthly analysis. If for any reason we determine that software or other methods have been installed/utilized to manipulate or

alter sales data, Coastal Cultivars will immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.

5. Coastal Cultivars does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
6. On an annual basis Coastal Cultivars will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Coastal Cultivars' finances (books).
7. Coastal Cultivars will maintain a relationship with an industry experienced tax professional for the filing of all required state and federal tax documents, or a similarly experienced professional.
8. At the end of each business day a reconciliation audit will be done on each POS station by the Retail Manager.
9. Comprehensive financial audits will be done at the end of every day by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly.
10. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
11. For the first year of operation the CFO will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

Access to the Commission

Coastal Cultivars' electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Access to the Massachusetts Department of Revenue ("DOR")

Coastal Cultivars' books, records, papers, and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Coastal Cultivars will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

Coastal Cultivars - Point of Sale (POS) System

Coastal Cultivars will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue (“DOR”) Directive 16-1 “*Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems*”. Coastal Cultivars will adopt a separate accounting practice at the point-of-sale for marijuana and non-marijuana sales pursuant to 935 CMR 500.140 (6).

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, Coastal Cultivars will maintain the following records:
 - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
 - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
 - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
 - d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
 - e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
 - a. individual item(s) sold,
 - b. selling price,
 - c. tax due,
 - d. invoice number,
 - e. date of sale,
 - f. method of payment, and the
 - g. POS terminal number and POS transaction number.
3. Coastal Cultivars will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit details will include, but are not limited to:
 - a. Internal sequential transaction numbers;
 - b. Records of all POS terminal activity; and
 - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
 - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
 - e. Any and all activity related to other operating modes available in the system, such as a training mode; and

- f. Any and all changes in the setup of the system.

Additional Types of Records

The following records will be maintained and stored by Coastal Cultivars and available to the Commission upon request:

- a. Operating procedures as required by 935 CMR 500.105(1)
 - i. Security measures in compliance with 935 CMR 500.110;
 - ii. Employee security policies, including personal safety and crime prevention techniques;
 - iii. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - iv. Storage of marijuana in compliance with 935 CMR 500.105(11);
 - v. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - vi. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - vii. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - viii. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - ix. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - x. Alcohol, smoke, and drug-free workplace policies;
 - xi. A plan describing how confidential information will be maintained;
 - xii. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - 1) Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - 2) Engaged in unsafe practices regarding the operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - 3) Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - xiii. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
 - xiv. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).

- xv. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- b. Operating procedures as required by 935 CMR 500.130(5)
 - i. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
 - ii. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
 - iii. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products are segregated from other products and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
 - iv. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
 - v. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and
 - vi. Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.
- c. Inventory records as required by 935 CMR 500.105(8);
- d. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- e. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
 - i. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - ii. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 1) All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - 2) Documentation of verification of references;
 - 3) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - 4) 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;
 - 5) Documentation of periodic performance evaluations;
 - 6) A record of any disciplinary action taken; and
 - 7) Notice of completed responsible vendor and eight-hour related duty training.
- iii. A staffing plan that will demonstrate accessible business hours.
 - iv. Personnel policies and procedures; and
 - v. All background check reports obtained in accordance with 935 CMR 500.030
- f. Business records, which shall include manual or computerized records of:
- i. Assets and liabilities;
 - ii. Monetary transactions;
 - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - iv. Sales records including the quantity, form, and cost of marijuana products; and
 - v. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- g. Waste disposal records as required under 935 CMR 500.105(12); and
- h. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
- i. Responsible vendor training program compliance records.
- j. Vehicle registration, inspection and insurance records. (If Applicable)

All records kept and maintained by Coastal Cultivars will be securely held. Access to these records will only be accessible to those Coastal Cultivars Agents who require access as a part of their job duties, and the Commission.

Record Keeping Policy and Procedure

Policy and Plan

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. The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant with all regulations and laws.

Coastal Cultivars electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection. The following records will be maintained and stored by Coastal Cultivars and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1):
 - a. Security measures in compliance with 935 CMR 500.110.
 - b. Employee security policies, including personal safety and crime prevention techniques.
 - c. A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - d. Storage of marijuana in compliance with 935 CMR 500.105(11).
 - e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold.
 - f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9).
 - g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160.
 - h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9).
 - i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies.
 - j. Alcohol, smoke, and drug-free workplace policies.
 - k. A plan describing how confidential information will be maintained.
 - l. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission.

- ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
 - n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
 - o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
 - p. Policies and procedures for energy efficiency and conservation that shall include:
 - i. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities.
 - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable.
 - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage).
 - iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21.
2. Operating procedures as required by 935 CMR 500.120(12);
- a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8).
 - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety.
 - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the

destruction of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12).

- d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13).
 - e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11).
 - f. Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
3. Inventory records as required by 935 CMR 500.105(8).
 4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
 5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to:
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions.
 - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, 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.
 - vii. Notice of completed responsible vendor and eight-hour related duty training.
 - c. A staffing plan that will demonstrate accessible business hours and safe work conditions.
 - d. Personnel policies and procedures; and all background check reports obtained in accordance with 935 CMR 500.030.
 6. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities

- b. Monetary transactions
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers.
 - d. Sales records including the quantity, form, and cost of marijuana products.
 - e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
7. Waste disposal records as required under 935 CMR 500.105(12).
 8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
 9. Responsible vendor training program compliance records.

All records kept and maintained by Coastal Cultivars will be securely held. Access to these records will only be accessible to those Coastal Cultivars Agents who require access as a part of their job duties.

Personnel Policies including Background Checks

Purpose

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 “the Commission”) or any other regulatory agency. The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our personnel policies including background checks are compliant with all regulations and laws.

Personnel Records

Coastal Cultivars will maintain the following personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions.
2. A personnel record for each Coastal Cultivars agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with Coastal Cultivars and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references and the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision.
 - c. 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.
 - d. Documentation of periodic performance evaluations and a record of any disciplinary action taken; and
 - e. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe manufacturing & processing conditions.
4. Personnel policies and procedures; and all background check reports obtained in accordance with 935 CMR 500.030.

Our personnel records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to Coastal Cultivars Management who require access as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only Coastal Cultivars Management who require access. These records will be made available for inspection by the Commission upon request.

Coastal Cultivars Agents

All Coastal Cultivars board members, directors, employees, executives, managers, and volunteers will register with the Commission as a Coastal Cultivars Marijuana Establishment Agent (“Coastal Cultivars Agent”). All Coastal Cultivars Agents will be 21 years of age or older, not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of

the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Coastal Cultivars will submit to the Commission an application for every Agent and the application will include:

1. The full name, date of birth, and address of the individual.
2. All aliases used previously or currently in use by the individual, including maiden name, if any.
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission.
4. An attestation that the individual will not engage in the diversion of marijuana products.
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth.
6. Background information, including, as applicable:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or any other Jurisdiction, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or any other Jurisdiction, relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - d. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - e. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or any other Jurisdiction, with regard to any professional license or registration held by the applicant; and
7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and any other information required by the Commission.

Our Coastal Cultivars CEO will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom Coastal Cultivars seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

Coastal Cultivars will notify the Commission no more than one (1) business day after a Coastal Cultivars Agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment. The Agent registration card is valid for one year from the date of issue, Coastal Cultivars will renew each Coastal Cultivars Agent Registration Card on an

annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration. After obtaining a registration card for a Coastal Cultivars Agent registration card, Coastal Cultivars will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen. All Agents will carry their registration card with them at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

Background Checks

Coastal Cultivars will comply with all background check requirements in the Regulations and any other sub-regulatory guidance issued by the Commission.

During the application process Coastal Cultivars will complete the background check packet as outlined in 935 CMR 500.101(1)(b) which includes:

1. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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).
2. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
 - a. The individual's full legal name and any aliases;
 - b. The individual's address;
 - c. The individual's date of birth;
 - d. A photocopy of the individual's driver's license or other government-issued identification card;
 - e. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - f. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission.
3. Applicants for licensure will also be required to provide relevant background check information detailing involvement in any criminal or civil or administrative matters:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or any other Jurisdiction, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing Marijuana for medical- or adult-use purposes, in which those individuals either owned shares of stock or served as board member, Executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil action under the laws of the Commonwealth, or any other Jurisdiction including, but not limited to, a complaint relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending legal or enforcement actions in the Commonwealth or any other state against an entity whom the applicant served as a Person or Entity Having Direct or Indirect Control, related to the cultivation, Processing,

- distribution, or sale of Marijuana for medical- or adult-use purposes;
- d. A description and the relevant dates of any administrative action with regard to any professional license, registration, or certification, including any complaint, order, stipulated agreement or settlement, or disciplinary action, by the Commonwealth, or like action in another Jurisdiction including, but not limited to, any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
 - e. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by any other Jurisdiction with regard to any professional license, registration, or certification, held by any Person or Entity Having Direct or Indirect Control, if any;
 - f. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any Person or Entity Having Direct or Indirect Control that is part of the applicant's application, if any; and any other information required by the Commission.

Coastal Cultivars will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

Background Checks not included in the Application Process

For all Marijuana Establishment Agent Registrations not included in the application process Coastal Cultivars will submit Marijuana Establishment Agent applications for all required individuals. Coastal Cultivars will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

Equal Employment Policy

It is the policy of Coastal Cultivars to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Coastal Cultivars expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, Coastal Cultivars will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Coastal Cultivars operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Coastal Cultivars in seeking and evaluating alternatives.

In compliance with the Americans with Disabilities Act (ADA), Coastal Cultivars provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Coastal Cultivars may require medical certification of both the disability and the need for accommodation. Keep in mind that Coastal Cultivars can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is the employees' responsibility to come forward if they are in need of an accommodation. Coastal Cultivars will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Anti-Harassment and Sexual Harassment Policy

Coastal Cultivars seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status, or disability. Inappropriate interference with the ability of Coastal Cultivars's employees to perform their expected job duties is not tolerated. It is illegal and against Coastal Cultivars policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct. The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. Coastal Cultivars will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Coastal Cultivars will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

Coastal Cultivars will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees. If any Agent feels victimized by sexual harassment, they are encouraged to report the harassment to their manager immediately. If their immediate manager is the source of the alleged harassment, they should report the problem to the Human Resources Manager.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible. Any employee who makes a complaint, or who cooperates in any way in the investigation of the same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if any Agent believes they have been subjected to sexual harassment, they may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit an Agent from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; and MCAD - 300 days).

The United States Equal Employment Opportunity Commission ("EEOC")
One Congress Street, 10th Floor
Boston, MA 02114
(617) 565-3200

The Massachusetts Commission Against Discrimination ("MCAD")
One Ashburton Place, Rm. 601
Boston, MA 02108
(617) 994-6000

Americans with Disability Act

Coastal Cultivars strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. Coastal Cultivars judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. Coastal Cultivars will provide reasonable accommodations to any persons with disabilities who require them, who advise Coastal Cultivars of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

Drug and Alcohol - Free Workplace

In compliance with the Drug-Free Workplace Act of 1988, Coastal Cultivars has a commitment to provide a safe, quality-oriented, and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of Coastal Cultivars employees, to the security of the company's equipment and facilities. Coastal Cultivars is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on Coastal Cultivars premises or while using Coastal Cultivars's vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event with proof of age. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person hands out to another as an illegal drug.

Coastal Cultivars reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband; affected employees may have representation involved in this process. All employees, and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge. Any violation of this policy will result in disciplinary action, up to and including termination. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

Confidentiality: Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to Coastal Cultivars will be kept confidential to the extent

required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, Coastal Cultivars will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

Employee Diversion of Marijuana

If a Coastal Cultivars Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The CEO will immediately be notified. The CEO will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

Employee Handbook

Coastal Cultivars will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with Coastal Cultivars. Our employee handbook will include, but not be limited to;

1. Our Company's Mission
2. Organizational Chart
3. Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Confidentiality
8. Performance Evaluations
9. Hours of Work
10. Emergency Contacts
11. Compensation and Benefits
12. Sexual Harassment Policy
13. Code of Conduct
14. Discipline Actions
15. Required Training

Policy for Quality Control and Testing of Marijuana and Marijuana Products

Purpose

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 (“CCC” or “the Commission”) or any other regulatory agency. This policy is to provide clear and concise instructions for Coastal Cultivars employees on Quality Control and Testing that are in compliance with the Regulations. Quality control and the testing of marijuana products are essential for the operation of the Coastal Cultivars Retail Marijuana Facility. Coastal Cultivars will use industry practices when it comes to quality control and product testing, furthermore Coastal Cultivars will not sell any marijuana product that is a potentially hazardous food (PHF) or time/temperature control for safety food (TCS food).

Requirements

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.

When acquiring wholesale products, Coastal Cultivars will only source marijuana products from Marijuana Establishments where the product has been tested in accordance with the Regulations. Prior to accepting any marijuana or marijuana product from a source Marijuana Establishment, Coastal Cultivars will view and confirm that the source products have been tested in accordance with the Regulations and will store and maintain the testing records. Coastal Cultivars will request and maintain testing records from our wholesale partners. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

Coastal Cultivars will not prepare, sell, or otherwise transfer an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:

1. For a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC).
2. In a single package of multiple edible marijuana product to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.
3. The THC content must be homogenous, or evenly distributed throughout the edible marijuana product.

Coastal Cultivars will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid waste disposal, and to use additional best management practices as determined by the Commission in consultation with the working group

established under St. 2017, c. 55, § 78(b) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. If minimum standards or best management practices are not established by the time of an application for initial licensure, Coastal Cultivars will satisfy such standards or best management practices as a condition of license renewal, in addition to any the terms and conditions of any environmental permit regulating the licensed activity.

Sanitation

The Coastal Cultivars Retail Marijuana facility (“the facility or facilities”) will be designed and constructed with sanitation in mind. All product contact surfaces will be smooth, durable and easily cleanable.

1. The walls, ceiling and floors of all storage and packaging areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
 - a. There will 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.
 - b. The General Manager will prepare a cleaning and sanitation checklist to oversee that the cleaning and sanitation is performed to a satisfactory manner.
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 sale of safe marijuana products.
3. Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over retail or storage areas or otherwise protected against marijuana product contamination in case of glass breakage.
 - a. Suspended lighting is constructed from non- corrodible and cleanable assemblies.
 - b. All light bulbs used in the retail space are shatterproof and/or protected with plastic covers.
 - c. Adequate safety lighting in all areas.
4. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition.
5. If applicable, product preparation surfaces (stainless steel tables, scale surfaces and utensils) will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
 - a. Pre-scrape surface to remove gross soils.
 - b. Wash surface with recommended strength solution of pot & pan detergent.
 - c. Rinse with water and wipe dry.
 - d. Using a trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
 - e. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds.
 - f. Allow to air dry.
6. Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
 - a. Located in the packaging area and where good sanitary practices require employees to wash and sanitize their hands.
 - b. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

7. Each of the facilities water supply comes from the municipal water supply and is sufficient for necessary operations.
8. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
 - a. Plumbing shall properly convey sewage and liquid disposable waste from the facility.
 - b. There will be no cross-connections between the potable and wastewater lines.
9. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
10. All storage areas will be 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. Training:
 - a. All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
2. Traps for monitoring:
 - a. Small sticky traps for monitoring of flying or airborne pests shall be posted, mapped and levels of any pest monitored/documented.
3. Handling and storage of marijuana product or marijuana plant waste (only when applicable):
 - a. All marijuana plant waste will be placed in the hermetically sealed "Marijuana Waste" container. This container must be impervious and covered.
 - b. All marijuana waste will be stored in the vault in sealed, locked containers until disposal.
4. Handling and storage of non-marijuana waste:
 - a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles:
 - i. Recyclable
 - ii. Organic
 - iii. Solid waste
 - b. At the end of every day these containers will be emptied from the retail space, and the contents will be moved to the trash receptacles, provided by the Town of Great Barrington for the purposes of commercial pickup.
5. All toxic materials including cleaning compounds, sanitizers, etc. will be stored in an area away from marijuana storage areas.

Personnel

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 shall be excluded from any operations which may be expected to result in contamination of the facility or others 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 Local Board of Health.

- b. Coastal Cultivars will voluntarily comply with any and all isolation and/or quarantine orders issued by the Local Board of Health or the Department of Public Health.
 - c. Coastal Cultivars Agents must 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.
2. All Agents of Coastal Cultivars shall conform to sanitary practices while on duty, including:
- a. Maintain adequate personal cleanliness
 - b. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
 - c. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
 - d. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
 - e. Wash hands (including under fingernails) vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - i. When entering the facility before work begins.
 - ii. In the restroom after toilet use and when you return to your workstation.
 - iii. After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - iv. After cleaning duties.
 - v. After eating or drinking.
 - vi. Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped item, etc.
 - vii. Wash hands only in hand sinks designated for that purpose.
 - viii. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.
 - f. Wear appropriate clothing – clean clothing with sleeves and clean non-skid close-toed work shoes (or tennis shoes) that are comfortable for standing and working on floors that can be slippery.
 - g. For any and all cuts, abrasions, and burns bandage any cut, abrasion, or burn that has broken the skin. Cover bandages on hands with gloves and finger cots and change as appropriate. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

The Coastal Cultivars facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises. All employees must eat and drink in designated areas only and refrain from chewing gum or eating candy during work.

Testing of Marijuana and Marijuana Products

Coastal Cultivars Retail Marijuana Establishments will only have marijuana and marijuana products that have passed the required testing at a Licensed Testing Lab. Coastal Cultivars will only source marijuana products from Marijuana Establishments where the product has been tested in accordance with the Regulations. Prior to accepting any marijuana or marijuana product from a source Marijuana Establishment, no Marijuana Product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Our Marijuana Establishment will maintain the results of all testing for no less than one year. Testing results will be valid for a period of one year. Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, Transferred or otherwise conveyed until retested. These testing records will be stored and maintained pursuant to our Records Retention Policy and Procedure.

Coastal Cultivars will not sell or otherwise market for adult use any Marijuana Product that has not been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Department including, but not limited to:
 - a. Mold
 - b. Mildew
 - c. Heavy metals
 - d. Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
 - e. Bacteria
 - f. Fungi
 - g. Mycotoxins.

Products that are confirmed to be contaminated, or if the testing results are inconsistent with the labels on the product, will be returned to the Source Marijuana Establishment.

Policy for Restricting Access to Age 21 and Older

Purpose

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 (“CCC” or “the Commission”) or any other regulatory agency. The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

Definitions

Consumer means a person who is 21 years of age or older.

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

Marijuana Establishment Agent means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Proof of Identification means a government issued photograph that contains the name, date of birth, physical description and signature of the individual and is currently valid (in other words, not expired). Coastal Cultivars will only accept the following forms of proof of identification that include all of the above criteria;

1. Massachusetts driver’s license
2. Massachusetts Issued ID card
3. Out-of-state driver’s license or ID card
4. Government issued Passport
5. U.S. Military I.D.

Visitor means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that no such individual shall be younger than 21 years old.

Requirements

The Coastal Cultivars Management team, and the Coastal Cultivars Registered Agents are responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of Coastal Cultivars are 21 years of age or older.

Access to the Facility

For the purposes of this Policy the term facility also refers to any vehicle owned, leased, rented or otherwise used by Coastal Cultivars for the transportation of Marijuana.

1. Coastal Cultivars Agents (including board members, directors, employees, executives, managers, or volunteers) are required:

- a. While at the facility or transporting marijuana for the facility all Coastal Cultivars Agents must carry their valid Agent Registration Card issued by the Commission.
 - b. While at the facility or transporting marijuana for the facility all Coastal Cultivars Agents must carry their company issued ID card.
 - c. All Coastal Cultivars Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. Customers/Consumers (Note: All Agents will be trained in the Verification and Identification of individuals) are required to:
- a. Verify a customer is 21 or older a Coastal Cultivars Agent must receive and examine from the customer one of the following authorized government issued identification cards;
 - i. Massachusetts Issued driver's license
 - ii. Massachusetts Issued ID card
 - iii. Out-of-state driver's license or ID card (with photo)
 - iv. Passport
 - v. U.S. Military I.D.
 - b. Verify the age of the customer the Agent will use an Age Verification Smart ID Scanner that will be supplied by Coastal Cultivars.
 - c. In the event the ID is not a scannable ID, or if for any reason the scanner is not operational or available, or if the ID is questionable, the Agent must use the **FLAG** methodology of ID verification:
 - i. **F. Feel**
 - Have the customer remove the ID from their wallet or plastic holder.
 - Feel for information cut-out or pasted on.
 - Feel the texture – most driver's license should feel smooth, or they will have an identifying texture.
 - ii. **L. Look**
 - Look for the State seals or water marks; these seals are highly visible without any special light.
 - Look at the photograph. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features do not change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
 - Look at the height and weight. They should reasonably match the person.
 - Look at the date of birth and do the math!
 - Compare the age on the ID with the person's apparent age.
 - Look at the expiration date. If the ID has expired, it is not acceptable.
 - If needed, compare the ID to the book of Government Issued ID's
 - iii. **A. Ask**
 - Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.
 - If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

- iv. **G. Give Back**
 - If the ID looks genuine, give the ID back to the customer and allow entry.
 - d. If for any reason the identity of the customer or the validity of the ID is in question, do not allow the customer to enter the facility.
 - e. All Customers/Consumers will have their ID checked at entry by security, and then once again at POS by the Sales agent where the sales transaction occurs.
3. Visitors (including outside vendors and contractors) are required to:
 - a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
 - i. If there is any question as to the visitors age, or of the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
 - b. After the age of the visitor is verified, the Agent will fill out the visitor log with all the necessary information and then they will provide the visitor with a Visitor Identification Badge.
 - c. Visitors will be escorted at all times by a Marijuana Establishment Agent authorized to enter the limited access area.
 - d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
 - i. The visitor log will be available for inspection by the Commission at all times
4. Access to the Commission, Emergency Responders and Law Enforcement
 - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
 - ii. Representatives of other state agencies of the Commonwealth; and
 - iii. Emergency responders in the course of responding to an emergency.
 - iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
 - b. Individuals described above in this policy will be granted immediate access to the facility.

Training

Coastal Cultivars will train all Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification Smart ID Scanners and hardcover books to assist Agents in age verification.

Coastal Cultivars has taken the lead in Responsible Vendor Training by working with a national training platform which provides training on Massachusetts regulations. All Coastal Cultivars Agents will enroll and complete the Responsible Vendor Training Program. Certificates of Completion will be placed in each employee file. This curriculum will include, but not be limited to:

1. Cannabis Law and Your Responsibility
2. Safety and Security
3. Checking Identification
4. Tricky Situations
5. Consumer Safety and Education

Plan for Separating Recreational from Medical Operations

Coastal Cultivars, LLC is a retail establishment in the Town of Great Barrington and will not operate as a Medical-Use of Marijuana Medical Treatment Center. This policy and procedure is not applicable to Coastal Cultivars, LLC.

Diversity Plan

Purpose

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 Adult-use marijuana dispensary in Great Barrington, 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.

Diversity Program

Coastal Cultivars will provide community job fairs focusing on hiring residents that live in the town of Pittsfield which is 20 miles away from our retail facility. Pittsfield is an area of disproportionate impact, and we plan on sourcing a diverse pool of applicants by ensuring candidates are aware of job openings within the company.

Coastal Cultivars will partner with the Masshire Career Center located at 160 North Street, Pittsfield, MA 01201 to provide positive impacts and meet the hiring goals discussed below in our plan goals. Coastal Cultivars will participate in 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.

Coastal Cultivars will ensure employment opportunities for Pittsfield residents are especially available to those who have past marijuana-related drug convictions (to the extent permitted by law and Commission regulations) and/or parents or spouses with current or prior drug convictions. Coastal Cultivars hopes that, by directing its hiring efforts to these communities, it can provide prosperity from the adult-use cannabis industry to individuals from all walks of life and backgrounds.

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 and inclusivity training program for all new employees. This program will require that all employees undergo diversity and inclusivity awareness and anti-bias training in accordance with industry best practices. Our 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, inclusivity 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 and inclusivity training, diverse hiring practices and diverse-employee advancement/mentoring programs. 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.