



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282052
Original Issued Date: 10/07/2020
Issued Date: 10/07/2020
Expiration Date: 10/07/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: COASTAL CULTIVARS,LLC.

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

Business Address 1: 399 Boylston St Business Address 2: Sixth Floor
Business City: Boston Business State: MA Business Zip Code: 02116
Mailing Address 1: P.O. Box 158 Mailing Address 2:
Mailing City: Golden Mailing State: CO Mailing Zip Code: 80402

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: Ben 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: 85

Percentage Of Control:
85

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?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 7.5

Percentage of Ownership: 7.5

Entity Legal Name: Samoel Ventures, LLC

Entity DBA:

DBA

City:

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

Foreign Subsidiary Narrative:

Entity Phone: 303-902-2871

Entity Email: jarrad.glennon@gmail.com

Entity Website:

Entity Address 1: 399 Boylston Street

Entity Address 2: Floor 6

Entity City: Boston

Entity State: MA

Entity Zip Code: 02116

Entity Mailing Address 1: 399 Boylston Street

Entity Mailing Address 2: Floor 6

Entity Mailing City: Boston

Entity Mailing State: MA

Entity Mailing Zip Code:
02116

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

Entity with Direct or Indirect Authority 2

Percentage of Control: 7.5

Percentage of Ownership: 7.5

Entity Legal Name: Greenfin LLC

Entity DBA:

DBA

City:

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

Foreign Subsidiary Narrative:

Entity Phone: 303-902-2871

Entity Email: bigeye10@gmail.com

Entity Website:

Entity Address 1: 3 Codman Rd		Entity Address 2:
Entity City: Hingham	Entity State: MA	Entity Zip Code: 02043
Entity Mailing Address 1: 3 Codman Rd		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 in Section 4. Smith's interest in the Marijuana Establishment is through Greenfin, 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: 100
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
Business Interest in Other State 1

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

Owner First Name: Jose	Owner Last Name: Breton	Owner Suffix:	
Entity Legal Name: JS Investments LLC		Entity DBA: Euflora	
Entity Description: Retail Marijuana Store and Retail Marijuana Cultivation			
Entity Phone: 303-902-2871	Entity Email: ryan.wimpee@gmail.com	Entity Website:	
Entity Address 1: 401 16th St.		Entity Address 2:	
Entity City: Denver	Entity State: CO	Entity Zip Code: 80202	Entity Country: USA
Entity Mailing Address 1: 6260 S Gun Club Rd		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: 2 Retail Marijuana Stores			
Entity Phone: 303-902-2871	Entity Email: ryan.wimpee@gmail.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 Rd		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 3**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner**Owner First Name:** Jose **Owner Last Name:** Breton**Owner Suffix:****Entity Legal Name:** Peoria Partners LLC**Entity DBA:** District Edibles**Entity Description:** Marijuana Infused Product Facility**Entity Phone:** 303-902-2871 **Entity Email:**
ryan.wimpee@gmail.com**Entity Website:****Entity Address 1:** 5475 Peoria St**Entity Address 2:** #2-104/2-105**Entity City:** Denver **Entity State:** CO**Entity Zip Code:** 80239**Entity Country:** USA**Entity Mailing Address 1:** 6260 S. Gun Club Rd**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 4**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner**Owner First Name:** Jose **Owner Last Name:** Breton**Owner Suffix:****Entity Legal Name:** CO&RO Partners LLC**Entity DBA:** Euflora**Entity Description:** Retail Marijuana Store**Entity Phone:** 303-902-2871 **Entity Email:**
ryan.wimpee@gmail.com**Entity Website:****Entity Address 1:** 250 S. Main St**Entity Address 2:****Entity City:** Longmont **Entity State:** CO**Entity Zip Code:** 80501**Entity Country:** USA**Entity Mailing Address 1:** 6260 S. Gun Club Rd**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:** L3Astockcomplex LLC**Entity DBA:** Euflora**Entity Description:** Retail Marijuana Store and Retail Marijuana Greenhouse Cultivation**Entity Phone:**
303-902-2871 **Entity Email:**
ryan.wimpee@gmail.com**Entity Website:****Entity Address 1:** 4305 Brighton Blvd**Entity Address 2:****Entity City:** Denver **Entity State:** CO**Entity Zip Code:** 80216**Entity Country:** USA**Entity Mailing Address 1:** 6260 S. Gun Club Rd**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 an Owner**Owner First Name:** Jose **Owner Last Name:** Breton**Owner Suffix:****Entity Legal Name:** Aspen P&P, LLC**Entity DBA:** Euflora**Entity Description:** Retail Marijuana Store

Entity Phone: 303-902-2871	Entity Email: ryan.wimpee@gmail.com	Entity Website:	
Entity Address 1: 710 E. Durant Ave		Entity Address 2: Unit E-1	
Entity City: Aspen	Entity State: CO	Entity Zip Code: 81611	Entity Country: USA
Entity Mailing Address 1: 6260 S. Gun Club Road		Entity Mailing Address 2:	
Entity Mailing City: Aurora	Entity Mailing State: CO	Entity Mailing Zip Code: 80016	Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 23 Patterson Brook Road	
Establishment Address 2:	
Establishment City: Wareham	Establishment Zip Code: 02576
Approximate square footage of the Establishment: 100000	How many abutters does this property have?: 17
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes	
Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft	Cultivation Environment: Outdoor

FEE QUESTIONS

Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft Cultivation Environment: Outdoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Coastal Cultivars HCA Cert form 2.pdf	pdf	5ca3833c8d16491b5c0fcf65	04/02/2019
Community Outreach Meeting Documentation	Coastal Cultivars Community Update 121918 (2).pdf	pdf	5ca383895fd63c1b24eba105	04/02/2019
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation and Exhibits A-C.pdf	pdf	5ca3db4b5d4b0b1b3ebc50f3	04/02/2019
Community Outreach Meeting Documentation	Coastal Cultivars Receipt.pdf	pdf	5e62826eb56dea46718f27e0	03/06/2020
Plan to Remain Compliant with Local Zoning	2132020_SpecialPermit_Executed.pdf	pdf	5e629f0356474b469c111c1b	03/06/2020
Plan to Remain Compliant with Local Zoning	PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING.pdf	pdf	5e695fb8e25eb94410039a12	03/11/2020

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
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ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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 3

Role: Owner / Partner Other Role:
First Name: Jose Last Name: Breton 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. Benjamin Smith is the sole member of Greenfin LLC
Phone: 617-838-7997 Email: jarrad.glennon@gmail.com
Primary Business Address 1: 3 Codman Rd 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: 6th floor
Primary Business City: Boston Primary Business State: MA Principal Business Zip Code: 02116
Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	CoastalCultivarsLLC_MACertificateOrganization 2.pdf	pdf	5c9ba1b5c4b7a71b66d16dc9	03/27/2019
Department of Revenue - Certificate of Good standing	PrintMail.pdf	pdf	5ca52863c4b7a71b66d17d1c	04/03/2019
Secretary of Commonwealth - Certificate of Good Standing	image1_f3097ffdd5c4843d66bac6e8b0f9e1c5.jpeg	jpeg	5ca528ce3779161b2a878658	04/03/2019
Bylaws	10312018_CoastalCultivarsLLC_OperatingAgreement_EXECUTED.pdf	pdf	5ca52b319ff0081b4821f7ec	04/03/2019

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
Business Plan	CoastalCultivars_BusinessPlan.pdf	pdf	5ca630275d4b0b1b3ebc5640	04/04/2019
Proposed Timeline	TIMELINE.pdf	pdf	5e6283904a895743f3a6b2fa	03/06/2020
Plan for Liability Insurance	Insurance - Coastal Cultivators.pdf	pdf	5e62839d9e668e468af06e13	03/06/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	SECURITY.pdf	pdf	5ca632b7293a5312448ee84a	04/04/2019
Prevention of diversion	PREVENTION OF DIVERSION.pdf	pdf	5ca6347e635d511b347551df	04/04/2019
Storage of marijuana	STORAGE PROCEDURE.pdf	pdf	5ca634f63183181258e20553	04/04/2019
Inventory procedures	INVENTORY PROCEDURE.pdf	pdf	5ca6352ec4b7a71b66d17fb6	04/04/2019
Transportation of marijuana	TRANSPORTATION .pdf	pdf	5ca6a635c4b7a71b66d180ca	04/04/2019
Policies and Procedures for cultivating.	CULTIVATION PLAN.pdf	pdf	5e6283caf63398441bbbfc62	03/06/2020
Personnel policies including background checks	PERSONNEL POLICY.pdf	pdf	5e628409d2a4e444058398b9	03/06/2020
Maintaining of financial records	FINANCIAL RECORDS.pdf	pdf	5e628420e25eb94410038986	03/06/2020
Record Keeping procedures	RECORD KEEPING PROCEDURES.pdf	pdf	5e628433a290f94426bd961c	03/06/2020
Quality control and testing	TESTING PROCEDURE.pdf	pdf	5e6284899e668e468af06e25	03/06/2020

Qualifications and training	QUALIFICATIONS AND TRAINING.pdf	pdf	5e62872ee25eb944100389ab	03/06/2020
Diversity plan	VAH Letter.pdf	pdf	5e6abc4eb7c619391b8b526b	03/12/2020
Restricting Access to age 21 and older	RESTRICTING ACCESS TO AGE 21 AND OLDER.pdf	pdf	5e6abc725f1da0353e2aea48	03/12/2020
Diversity plan	DIVERSITY PLAN.pdf	pdf	5e6abc98b3c49635509e65fd	03/12/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

I 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: I Understand

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

Host Community Agreement Certification Form

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

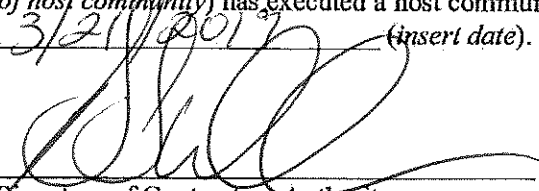
Applicant

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


Signature of Authorized Representative of Applicant

Host Community

I, Derek Sullivan, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Wareham (*insert name of host community*) to certify that the applicant and Town of Wareham (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 3/21/2019 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

Coastal Cultivars Wareham Community Outreach Meeting

December 19, 2018

Coastal Cultivars

LOCAL SUNGROWN VARIETAL BOTANICALS



Site Information

What is the location of proposed establishment?

- 0 Patterson Brook Road, Wareham, MA

What type will be sited?

- The site is for the cultivation and processing of cannabis.
 - Cultivation is the growing phase, from seed to sale.
 - Processing is the packaging phase, from oil extraction to finished product.

Zoning

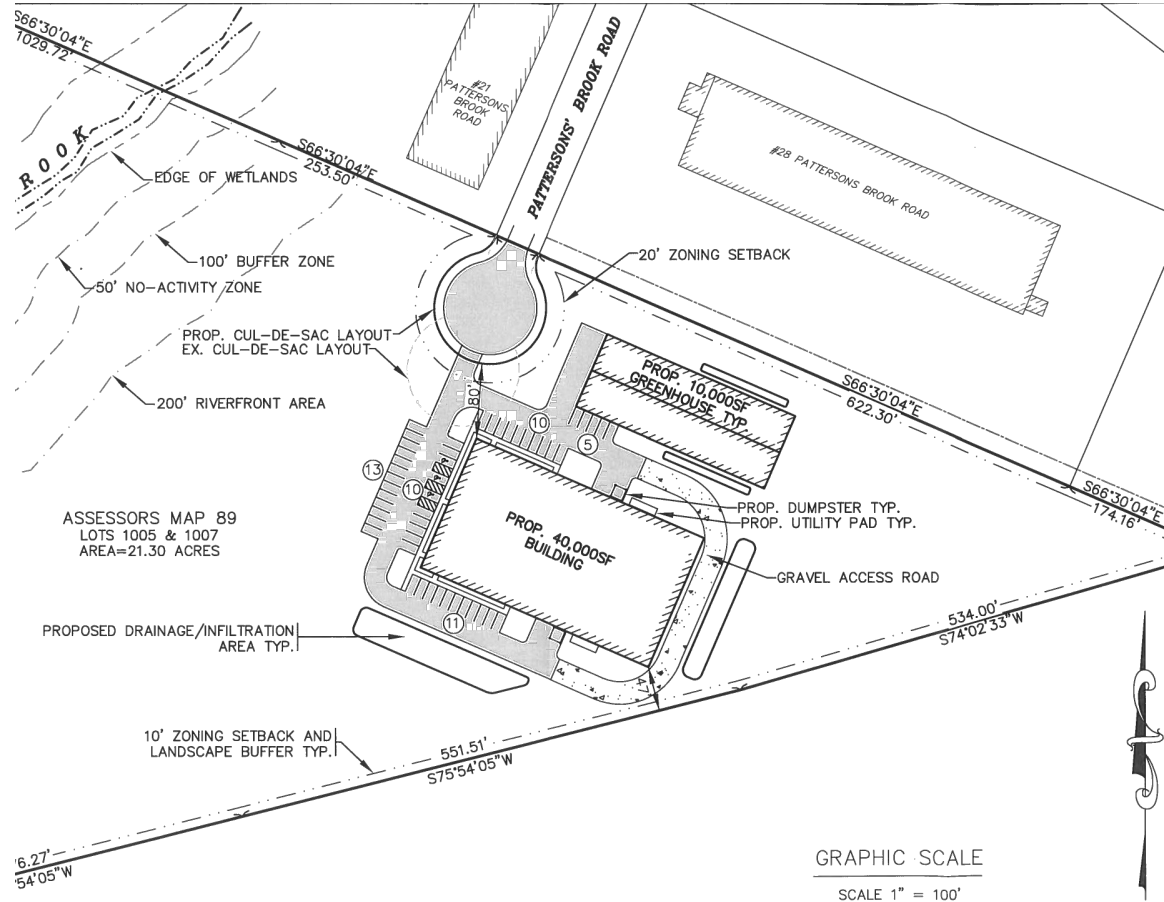
Is the establishment allowed under current zoning?

- Yes, the establishment is allowed under current zoning.
- The establishment has secured approval (via vote) from Director of Planning and Selectmen in May 2018.

Is the establishment allowed by right or does it require local zoning permitting? what permits would be required?

- The establishment requires a special permit for non traditional use.
- This permit is not needed at this point, however we have started the permitting process.

0 Patterson Brook Road, Wareham Site Map



Regulations and Security

Is there a local licensing regulation pertaining to this establishment?

- There is not a local licensing regulation, the establishment is covered under state regulations.

Is there a board of health regulation required?

- No, a board of health regulation is not required.

Does the proposed location comply with the 500 ft buffer zone?

- Yes, the proposed location complies with the 500 ft buffer zone.

Will the building comply with state security measures?

- Yes, the proposed location will comply with all state security measures.

Community Impact

What steps taken to prevent diversion to minors?

- All state requirements will be fully met to ensure no diversion to minors.
- This includes, but is not limited to, security on the premises, during and after business hours (24/7), fully compliant packing and strict company policies for employees.

How will this establishment not be a nuisance to the community?

- This location is properly sited and properly zoned. It complies with all local and state laws and regulations.
- This location is not a retail location. It is a highly technical and regulated cultivation facility.

Community Impact

How will this establishment positively impact the Wareham community?

- This establishment will create economic growth for Wareham.
- This facility will bring jobs to Wareham residents. We plan to hire locally and estimate a need for approximately 20 employees the first year of operations, increasing to 50 or more in future years.
- This establishment brings revenue to Wareham through Community Host payments.
- This entity will strengthen local organizations through charitable donations including to the Wareham Fire Technology Fund and the Wareham Chapter of the Veterans Alternative Healing group.
- This entity will create tax revenue through payment of all required local taxes such as, but not limited to, property taxes and excise taxes on vehicles.

Information about the Community Host Agreement Terms

- The Community Host Agreement is consistent with state levels.

Thank You

Coastal Cultivars

LOCAL SUNGROWN VARIETAL BOTANICALS



Community Outreach Meeting Attestation Form



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

I, Jose Breton, (*insert name*) attest as an authorized representative of Coastal Cultivars LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 12/19/2018 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 12/10/2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on 12/12/2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 12/10/2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

**Request For Qualifications [RFQ]
For Designer Services
For the Tremont Nail Factory Renovation**

The Town of Wareham, Massachusetts, acting through the Wareham Redevelopment Authority (WRA), is seeking qualifications and applications from designers for services related to the renovation and rehabilitation of the historic Tremont Nail Factory. Qualified firms providing a full range of designer services are invited to submit their qualifications statement by 2:00PM, Wednesday, January 16, 2019.

Copies of the Request for Qualifications may be obtained by contacting the Department of Planning and Community Development, Ken Buckland, Planning Director, Memorial Town Hall, 54 Marion Road, Wareham, MA 02571, email: kbuckland@wareham.ma.us.

The Town reserves the right to withdraw or modify any requirements of this RFQ if it is in the public interest.

The Town/WRA invites submissions from Section 3, small and/or D/M/WBE firms. The Town of Wareham/WRA is an EEO/AA Employer and contracting agency.

COMMUNITY OUTREACH NOTICE

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

**INFORMAL PROBATE
PUBLIC NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Plymouth County Division
52 Obery St.
Plymouth, MA 02360
(508) 747-6204
Docket No. PL18P1159EA**

Estate of: Kathleen Elvira Morris a.k.a. Tina Morris
Date of Death: January 17, 2018

To all persons interested in the above captioned estate, by Petition of Petitioner Jennifer E. Morris Pina of Onset, MA, a will has been admitted to informal probate. Jennifer E. Morris Pina of Onset, MA, has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code

LEGAL ADVERTISEMENTS

Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

**TOWN OF WAREHAM
CONSERVATION COMMISSION
MEMORIAL TOWN HALL
54 MARION ROAD
Wareham, Massachusetts 02571**

NOTICE OF PUBLIC HEARING

Pursuant to the provisions of the Massachusetts Wetland Protection Act, General Laws Chapter 131, Section 40, and the Wareham Wetland Protective By-Law, Division VI, a public hearing will be held in Room 320, Wareham Multi-Service Center, 48 Marion Road, Wareham, MA on:

Wednesday, December 19, 2018 at 7:15 P.M.

on the *Notice of Intent* for:

Town of Wareham
c/o G.A.F. Engineering, Inc.
266 Main Street
Wareham, MA 02571

To repair a drainage system and gravel road adjacent to 17-20 Murphy Street located on Assessors Map 50A, Lot C-9, 17-20 Murphy Street, Wareham, MA

WAREHAM CONSERVATION COMMISSION
Sandra Slavin, Chairman

**TOWN OF WAREHAM
CONSERVATION COMMISSION
MEMORIAL TOWN HALL
54 MARION ROAD
Wareham, Massachusetts 02571**

NOTICE OF PUBLIC HEARING

Pursuant to the provisions of the Massachusetts Wetland Protection Act, General Laws Chapter 131, Section 40, and the Wareham Wetland Protective By-Law, Division VI, a public hearing will be held in Room 320, Wareham Multi-Service Center, 48 Marion Road, Wareham, MA on:

Wednesday, December 19, 2018 at 7:15 P.M.

on the *Notice of Intent* for:

Mario Signore
c/o G.A.F. Engineering, Inc.
266 Main Street
Wareham, MA 02571

To reconstruct and expand a deck located on Assessors Map 35, Lot 4, 91 Edgewater Drive, Wareham, MA

WAREHAM CONSERVATION COMMISSION
Sandra Slavin, Chairman

131, Section 40, and the Wareham W Protective By-Law, Division VI, a public h will be held in Room 320, Wareham Multi-S Center, 48 Marion Road, Wareham, MA on:

Wednesday, December 19, 2018 at 7:15

on the *Request for Determinatio Applicability* for:

Onset Fire District
P.O. Box 171
Onset, MA 02558

To install a water main extension for pr located on Assessors Map 16, Freshm Drive to Bakers Island Road, Wareham, MA

WAREHAM CONSERVATION COMMISSIO
Sandra Slavin, Chairman

**TOWN OF WAREHAM
CONSERVATION COMMISSION
MEMORIAL TOWN HALL
54 MARION ROAD
Wareham, Massachusetts 02571**

NOTICE OF PUBLIC HEARING

Pursuant to the provisions of the Massach Wetland Protection Act, General Laws C 131, Section 40, and the Wareham W Protective By-Law, Division VI, a public h will be held in Room 320, Wareham Multi-S Center, 48 Marion Road, Wareham, MA on:

Wednesday, December 19, 2018 at 7:15
on the *Request for Determinatio Applicability* for:

JNJ Holdings, LLC
c/o G.A.F. Engineering, Inc.
266 Main Street
Wareham, MA 02571

To construct a commercial building for pr located on Assessors Map 90, Lots NA & 2371 Cranberry Highway, Wareham, MA

WAREHAM CONSERVATION COMMISSIO
Sandra Slavin, Chairman

**TOWN OF WAREHAM
CONSERVATION COMMISSION
MEMORIAL TOWN HALL
54 MARION ROAD
Wareham, Massachusetts 02571**

NOTICE OF PUBLIC HEARING

Pursuant to the provisions of the Massach Wetland Protection Act, General Laws C 131, Section 40, and the Wareham W Protective By-Law, Division VI, a public h will be held in Room 320, Wareham Multi-S Center, 48 Marion Road, Wareham, MA on:

grandchildren: Luke, Jack, Bella, Cooper, Amber, Haley, and Leona; father: Brad Holmes of Onset; siblings: Richard Holmes,

W. Bryn Mawr Ave, Suite 550, Chicago, IL 60631 (www.abta.org).

More obituaries on Page 18

Classifieds

To place a classified, please visit www.WarehamWeekToday.com

WANTED

Local, long standing electrical apprentice, and generator experience the right candidate. 508- location

Local, long standing electrical apprentice, and generator experience the right candidate. 508- location

Local contractor in assistant. Must have applications and Quick response, bid submittals, scheduling, organizing, and paper files. I train the right candidate. 508- location

Local experienced PCA seeking reliable, PCA caregiver. Must be. Prefer non-smoker. 2 508-285-8172

FOR RENT Inexpensive and clean JCSW or Mental Health Institute Health Care 361 774 678 7319 offered at

ICES

4G SINGLE ITEM TO CLEANOUTS. SENIOR WASHINGTON 508-776- labelhauling.com

i. Broken, parts, ammo.

bor Landscape -Let us to you can watch Brady maintenance - Fertilization clean up - Gutters - Fall mp grinding - Walkways Jay! 508-577-7030 fully

reignty & Home Repairs.

Doors and Windows Installed, Roof Repairs, Gutter Cleaning, Yard Clean-ups, Interior/Exterior Painting, Pressure Washing, Snowplowing. 508-295-5320, or 774-454-4437 Repairmandave@att.com

Eric Cordiero Electric For good work & reasonable prices, 24hr service, big & small jobs, will call back same day 508-995-4496

painting - Interior and Exterior 30 yrs local experience. References available. Call Ben Joyce for a free estimate 508-563-6563

MULTI-SERVICES We are looking for customers who need our many services. Inexpensively done year-round. Call Bill T. 508-287-4065

Now Booking Remodeling Work! Roofing, Siding, Windows, Additions. We Do It All! Bachant Builders 508-295-7712 or bilbachantbuilders@comcast.net 33+ yrs building experience.

Red Brook Masonry Chimney caps, cleaning, repair, masonry construction. Licensed-Insured 508-759-4513

DISCOUNT REMOVAL!!! DUMP RUNS LARGE AND SMALL APPLIANCES REMOVED FURNITURE AND BULKY ITEMS YOU NAME IT, WE'LL TAKE IT FREE ESTIMATES, SENIOR DISCOUNTS. FOR FAST PROMPT SAME-DAY SERVICE CALL SCOTT WAREHAM MA. 774-283-2062

EXPERIENCED CARPENTER!! NO JOB TO SMALL, I HAVE YEARS OF EXPERIENCE. ONE CALL AND WE'LL FIX IT ALL. TOP TO BOTTOM HOME REPAIR, PROMPT RELIABLE SERVICE. CALL JOHN 508-208-4263

A handyman and more Tree removal, cleanups, dump runs, demolition, plumbing, painting and more. Snowplowing - Residential and Commercial. Insured. 508-676-3545

LEGAL ADVERTISEMENTS

COMMUNITY OUTREACH NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment, Coastal Cultivars, LLC, is scheduled for 12/19/2018 at 6 pm at Wareham Town Hall auditorium 54 Marion Rd, Wareham. The proposed Marijuana Cultivation and Processing facility is anticipated to

be located at 0 Patterson Brook Road, Wareham. There will be an opportunity for the public to ask questions.

TOWN OF WAREHAM
TOWN ADMINISTRATOR'S OFFICE
54 MARION ROAD
WAREHAM, MA 02571

Request for Proposals
Lease of 8 Elm Street Wareham
STEEL SPACE BUILDING

Your participation is invited with regard to the Lease of an estimated 15,000 square foot steel building located at 8 Elm Street, Wareham, MA 02571. Sealed proposals for the Lease of 8 Elm Street, Wareham shall be received at the office of the Town Administrator, Memorial Town Hall, 54 Marion Road, Wareham, MA 02571, until 2:00 p.m. o'clock, on Monday, December 17, 2018. Specifications may be obtained from the Office of the Town Administrator at the above address on or after Monday, November 12, 2018 and at www.wareham.ma.us under the "Bids & RFPs" section.

TOWN OF WAREHAM
BOARD OF SELECTMEN
54 MARION ROAD
WAREHAM, MA 02571

NOTICE OF PUBLIC HEARING

Notice is hereby given that Stone Path Malt, LLC, 11 Kendrick Road, Wareham, MA has applied to the Board of Selectmen for a Public Amusement License for Live Entertainment under the provisions of Chapter 140 of the Massachusetts General Laws.

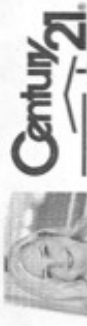
It is ordered: That a public hearing be held on said application within the Selectmen's Meeting at approximately 7:15 p.m. in the Multi-Service Center, Room # 320, 48 Marion Road, Wareham, on the 18th day of December 2018.

WAREHAM BOARD OF SELECTMEN
Alan H. Slavin, Chairman
Patrick G. Tropiano, Clerk
Peter W. Teitelbaum, Esq.
Anthony R. Scarsciotti, Jr.
Mary Bruce

PUBLIC ANNOUNCEMENT CONCERNING A PROPOSED HEALTH CARE PROJECT

Southcoast Health System, Inc., located at 101 Page Street, New Bedford, MA 02740 ("Southcoast") (the "Applicant") intends to file a Determination of Need application ("Application") with the Massachusetts Department of Public Health ("DPH") for a substantial capital expenditure by Southcoast Hospitals Group, Inc. at its Tobey Hospital campus, located at 43 High Street, Wareham, MA 02571. The Project includes the renovation and expansion of the existing emergency department at the Tobey Hospital campus. The total value of the Project based on the total capital expenditure is estimated to be approximately \$25,095,000. The Applicant does not anticipate any price or service impacts on the Applicant's existing patient panel as a result of the Project. Any ten taxpayers of Massachusetts may register in connection with the intended Application by no later than January 9, 2019 by contacting the Department of Public Health, Determination of Need Program, 250 Washington Street, 6th Floor, Boston, MA 02108.

THANK YOU FOR A GREAT 2018



Century 21
NORTH EAST
134 Route 6A,
Sandwich, MA 02563

Joanne Stephenson
910.358.3860
www.c21ne.com
joannestephenson@gmail.com
"Wishing you God's blessings during this holiday season"

Exhibit B

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

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

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

Coastal Cultivars
399 Boylston St 6th Flr
Boston MA 02116

One place of origin and addressed to:

[Redacted Address]

UNITED STATES
POSTAL SERVICE®
1000

PS Form 3817, January 2001

Stamp: BOSTON MA 02116

Text: Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

Merchant: Beaver Dam Partners

125 Cromesett Rd
Wareham, MA 02571
Wareham, MA 02571
US

5087179799

Order Information

Description: legal ad

Order Number: P.O. Number:

Customer ID: Invoice Number:

Billing Information
Jarrad Glennon
Coastal Cultivars LLC

Shipping Information

Shipping: 0.00

Tax: 0.00

Total: USD 48.00

Payment Information

Date/Time: 30-Nov-2018 12:02:42 PST

Transaction ID: 61426014623

Transaction Type: Authorization w/ Auto Capture

Transaction Status: Captured/Pending Settlement

Authorization Code: 187807

Payment Method: Visa XXXX3858

NOTICE OF DECISION

WAREHAM ZONING BOARD OF APPEALS

SPECIAL PERMIT

Applicant: Coastal Cultivars, LLC - ZBA File #20-19
Owner: Coastal Cultivars, LLC
Owner Address: 399 Boylston Street 6th Floor, Boston, MA 02116
Subject Property Address: 0 Patterson's Brook Road, Wareham, MA 02571
Subject Property Parcel ID: Assessors Map 89, Lot 1007-A
Date of Application: December 11, 2019
Dates of Public Hearing: June 12, 2019 ending February 12, 2020
Date of Notice: February 13, 2020

PLAN ENTITLED: "Site Development Plan, Patterson's Brook Road, Wareham, MA" PREPARED FOR: "Coastal Cultivars" PREPARED BY: G.A.F. ENGINEERING, INC. and dated December 10, 2019, and as revised through January 23, 2020, a copy of which is on file with the Wareham Zoning Board of Appeals.

In exercise of its discretionary powers, the Wareham Zoning Board of Appeals voted for approval, and by super majority, 4 - 0 - 0, granted the petition of Coastal Cultivars, LLC, for a Special Permit to construct a Marijuana Cultivation and Marijuana Product Manufacturing Facility at Patterson's Brook Road on Lot 1007-A on Assessor's Map 89, located in the Industrial Zoning District, as allowed under section 390 of the Zoning By-Laws.

A. THE BOARD FINDS THE FOLLOWING FACTS:

1. The project is located at the end of Patterson's Brook Road, Wareham. The site is subject to an extension of the road as a definitive subdivision approved by the Planning Board. The subdivision is to be filed on the land records along with this Special Permit
2. A Project Narrative and Impact Assessment Report was prepared and submitted by G.A.F. Engineering dated December 11, 2019.
3. No retail use is proposed.
4. The site is currently undeveloped and treed. There are sewer, water and electric utilities within the vicinity of the project. The site will be serviced by water service from Wareham Fire District and town sewer service.
5. The development plan has been designed to reduce the impact on the environment as much as is feasible. Stormwater drainage will be collected and directed to infiltration basins.
6. Plan revisions were made based on comments received from the Zoning Board of Appeals and the Town's consulting engineer, Charles Rowley, P.E.

B. THE GRANTING OF SITE PLAN APPROVAL IS BASED ON THE FOLLOWING CONSIDERATIONS:

1. Protection of adjacent areas against detrimental or offensive uses on the site by provisions of adequate surface water drainage, buffers against lighting, sight, sound, dust, and vibration.
2. Convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent areas.
3. Adequacy of facilities of handling and disposal of refuse and other production by-products.
4. Protection of environmental features on the site and in adjacent area.
5. Promotion of appropriate arrangement of structures within the site and in relation to existing structures within the district and neighborhood.
6. Design of building, lighting, landscaping, wetlands, water courses, buildings and signs.
7. Compliance with applicable sections of the Zoning By-Law has been demonstrated.

C. THE GRANTING OF SITE PLAN APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. The project may not be constructed until such time as the Planning Board releases the lot after proper surety is issued.
2. The project shall comply with all requirements necessary for obtaining road opening permits for driveways and utilities per standards of the Municipal Maintenance Director.
3. The Zoning Board and its Staff shall have access to the project site to ensure that these conditions are complied with.
4. Any plan revisions shall be submitted to and approved by the Board and construction shall conform to those final plans so approved. The Board reserves the right to approve, without the need for a new noticed public hearing, any minor modifications.
5. During construction, debris shall be removed and disposed of properly, portable toilets shall be provided, work shall be performed between the hours of 7:00am to 7:00pm, and no work shall be done on Sundays or holidays unless approved by the Building Inspector. No stumps or other debris shall be disposed of on site.
6. Applicant shall comply with all bylaws of the Town of Wareham and the approvals and conditions of all Town Boards and Commissions and the Water District.
7. Inspections shall be required for all site work as noted on the approved plans and the road opening and closing. Adequate notice, in no case less than 24 hours, shall be given to the Board or its designee to make inspections of the work. A schedule of inspections shall be agreed upon the petitioner, the petitioner's contractor and the Board or its designee prior to the commencement of any work on the site, including the clearing of trees.
8. Inspections of site construction should include but not be limited to the following:
 - a. After limits of work have been set but before site clearing commences,
 - b. After clearing is complete and high ground water elevations have been confirmed,
 - c. After storm drainage facilities are installed but prior to backfilling,
 - d. After pavement base material has been placed and graded to final subgrade,
 - e. After binder course of paving has been placed and before wearing surface is applied,
 - f. Paving of the wearing surface should include a complete cleaning and sweeping of the binder surface and with a complete tack coat of asphalt emulsion is applied to the binder surface by tack equipment. Hand application of emulsion will not be allowed except at joints where old and new pavements abut.
 - g. After final striping of the wearing surface and after landscaping has been completed along with loam and seeding of all disturbed surfaces.

9. No request for an occupancy permit should be submitted until a final site construction inspection has been made with a report to the Board and Director of Inspectional Services that all work has been completed in accordance with the approved plan and Special Permit.
10. If an occupancy permit is requested prior to the completion of all site work, the Board may allow that if proper security is posted in an amount and form satisfactory to the Board.
11. If substantial use or construction permitted by this Special Permit has not commenced within two years from the date of which a copy of this decision is filed with the Town Clerk, excluding the amount of time required for an appeal period to expire and the amount of time required to pursue and await the determination of any such appeal, then this Special Permit shall expire in so far as the foregoing statement is modified by Chapter 195 of the Acts of 1984. Any person exercising rights under a duly appealed Special Permit does so at the risk that a court may reverse the permit and any construction performed under the permit may be ordered undone.
12. Any person aggrieved by this decision of the Board may file an appeal pursuant to the provisions of M.G.L. Chapter 40A, section 17 within twenty (20) days of the filing of this decision in the office of the Town Clerk. If no appeal is taken within the allotted time, the Clerk may so certify.
13. The stormwater system shall be monitored in compliance with the NPDES, Stormwater Management permit requirements.
14. Upon completion, an "As Built" plan is to be submitted to the Building Department with a copy provided to the Board.
15. Any element of the use, site and building design not expressly approved hereunder is hereby denied.

We hereby certify that copies of this decision were filed with the Town Clerk and Director of Inspectional Services on February 13, 2020.

WAREHAM ZONING BOARD of APPEALS


Chairman

Member

Member


Clerk


Member


Member

Date: February 12, 2020

This decision shall not take effect until (a) a copy of this decision certified by the Town Clerk to the effect that twenty (20) days have elapsed since the decision was filed in the Office of the Town Clerk without any appeal having been filed or that any appeal filed has been dismissed or denied has been recorded in the Plymouth County Registry of Deeds or with the Assistant Register of the Land Court for Plymouth County, and (b) a certified copy indicating such Registry recording has been filed with the Board. Notwithstanding the foregoing, however, the petitioner may exercise his rights hereunder prior thereto, at its own risk that this approval may be appealed, as set forth below, and that a court may reverse this approval, and that any construction performed hereunder may be ordered undone, per Massachusetts General Laws, Chapter 40A, Section 11.

Any person aggrieved by a decision of the Zoning Board of Appeals has the right to appeal such decision to the Superior Court, the Land Court, or the District Court of the Commonwealth of Massachusetts pursuant to Massachusetts General Laws, Chapter 40A, Section 17, by filing such appeal within twenty (20) days after the date on which the decision was filed with the Town Clerk.

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

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

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

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

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

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

PLAN FOR POSITIVE IMPACT

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

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

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

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

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

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

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

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

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

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

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

Federal Identification No.: _____

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

Coastal Cultivars, LLC

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

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

- (3) The general character of the business:

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

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

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

NAME

ADDRESS

Registered Agents Inc.

82 Wendell Avenue, Ste. 100, Pittsfield, MA 01201

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

NAME

ADDRESS

Jarrad M. Glennon

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

Benjamin Smith

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

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

NAME

ADDRESS

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

NAME

ADDRESS

Jarrad M. Glennon

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

Benjamin Smith

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

- (9) Additional matters:

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

Consent of resident agent:

I Registered Agents Inc.

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

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

COMMONWEALTH OF MASSACHUSETTS

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

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

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$_____ having been paid, said application is deemed to have been filed with me this _____ day of October, 20 18, at _____ a.m./p.m.
time

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: \$500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY Contact Information:

Registered Agents Inc. _____

82 Wendell Avenue, Ste. 100 _____

Pittsfield, MA 01201 _____

Telephone: _____

Email: _____

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



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



COASTAL CULTIVARS, LLC
399 BOYLSTON ST FL 6TH
BOSTON MA 02116-3305

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) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02193

William Francis Galvin
Secretary of the
Commonwealth

March 27, 2019

TO WHOM IT MAY CONCERN:

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

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 or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **JARRAD M. GLENNON**

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

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

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



William Francis Galvin
Secretary of the Commonwealth

Processed By:LL

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 Service 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 Amounts*" 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 taxes 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: _____

Coastal Cultivars, LLC Business Plan

Product

Coastal Cultivars, LLC will produce organic, sun-grown cannabis flower for the Massachusetts wholesale cannabis market through outdoor cultivation. We plan to produce an annual outdoor cultivation crop of 100,000 square feet of canopy on 2-3 acres of land in West Wareham, MA.

Target Customers

With increasing consumer demand and with a significant supply constraint forecasted, our target customers are other cannabis business in the Massachusetts ecosystem, including adult use dispensaries and product manufacturers. Coastal Cultivars also sees a gap in the marketplace to provide end consumers with cannabis products grown naturally in sunlight and without added agricultural enhancements like artificial light. By selling through licensed and established cannabis operators, end consumers will be introduced to our organic cannabis products.

Coastal Cultivars has already identified wholesale customers in need of cannabis flower in and will execute supply agreements to fulfill their needs.

Execution Timeline

Pre April 2019:	Identified and secured appropriately zoned real estate in Wareham, MA; Negotiated Host Community Agreement with town of Wareham, MA
April 2019:	Obtain state and local permitting and approvals; Begin to hire employees
May 2019:	Close on real estate, clear land and build outdoor cultivation
June – Sept 2019:	Plant cannabis and operationalize outdoor cultivation
October 2019:	Harvest and process cannabis flower
November 2019:	Begin wholesale distribution of cannabis flower

Repeat annually, producing one outdoor cultivation crop every 12 months

Operational

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	\$ 10,000,000	\$ 7,500,000	\$ 6,250,000	\$ 5,000,000	\$ 5,000,000
OpEx	\$ 1,320,838	\$ 1,380,148	\$ 1,414,155	\$ 1,451,113	\$ 1,516,168
Payroll	792,000	831,600	873,180	916,839	962,681
Utilities + Maintenance	110,600	138,250	145,163	152,421	160,042
Cultivation Supplies	93,238	116,548	122,375	128,494	134,918
License Fees	50,000	50,000	50,000	50,000	50,000
Insurance	75,000	93,750	98,438	103,359	108,527
Misc + Contingency	200,000	150,000	125,000	100,000	100,000
Taxes	\$ 4,150,000	\$ 3,112,500	\$ 2,593,750	\$ 2,075,000	\$ 2,075,000
Host Community Payments	\$ 300,000	\$ 225,000	\$ 187,500	\$ 150,000	\$ 150,000
Net Income	\$ 4,229,162	\$ 2,782,353	\$ 2,054,595	\$ 1,323,887	\$ 1,258,832
Canopy	100,000	100,000	100,000	100,000	100,000
Yield (lbs)	5,000	5,000	5,000	5,000	5,000
Wholesale Flower \$/lbs	\$ 2,000	\$ 1,500	\$ 1,250	\$ 1,000	\$ 1,000
HCA	3%	3%	3%	3%	3%



March 4, 2020

To whom it may concern,

We are actively assisting Coastal Cultivars, LLC in obtaining insurance coverage for their property and liability exposures; including the grow facility that they plan to open in Wareham, Massachusetts. Liability limits will be no less than 1M per occurrence /2M aggregate with no greater than a \$5,000 deductible.

If there are any questions regarding the acquisition of this coverage, please contact me in any of the ways below.

Sincerely,
Brian Darnell
918-491-8531
Brian.Darnell@hubinternational.com

PERSONNEL POLICY

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

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

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

Qualifications

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

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

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

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

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

List of Anticipated Positions and Qualifications

Director of Production

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

Cultivation Manager

The Cultivation Manager is responsible for executing protocols and standard operating procedures for all phases of cultivation, including: propagation, vegetative, flowering and harvest. Must maintain cleanliness standards and oversee daily inspections and inventory management. The Cultivation Manager must be able to maintain safe working practices and report occurrences of diversion and loss or workplace hazards immediately. He or she needs to be able to oversee a team of individuals to ensure all plants are ready and harvesting on schedule.

Vegetation Agent

Vegetation Agents ensures that the vegetative area is always clean, and all production goals are on schedule. Vegetative assistants shall care for all plants in the vegetative growth phase, following precise nutrient regimens and pest-prevention procedures in order to maximize plant health and prepare crops for the flowering phase. They need to be able to collaborate with team members to ensure success of their area.

Clone Agent

The Clone Agent ensures that the demand for new clones of the appropriate strains is propagated in a manner consistent with the CCO's schedule for production. He or she needs to be able to collaborate with team members to ensure success of their area.

Flowering Zone Agent

The Flower Zone Agent is responsible for executing protocols and standard operating procedures for all phases of cultivation, including: propagation, vegetative, flowering and harvest. Must maintain cleanliness standards and report any pest or other infestation in a timely manner. Maintain safe working practices and report occurrences of diversion and loss or workplace hazards immediately. He or she needs to be able to identify problem areas and report to the team and management effectively. Must be able coordinate with team members to ensure product standards.

Processing Manager

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

Processing Agents

The Processing Agent is responsible for curing, trimming, and packaging of all cannabis products. Experience and qualifications include the ability to perform repetitive tasks for a continuous period.

Packaging Team Lead

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

Packaging Agent

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

Training

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

Under 500.105(2), each Agent shall be required to undergo Responsible Vendor Training within 90 days of employment. Employees are required to undergo Responsible Vendor Training once every year. Company required training will include proper handling of Marijuana consistent with 935 CMR 500.105(3). Moreover, each Agent will be trained on the security requirements and will be expected to understand applicable rules and regulations. This will include proper recording practices, storage requirements (including on how to tell whether the storage room equipment controlling temperature and humidity are failing), emergency protocols, product delivery and transfer protocols, and diversity training. Additionally, all current owners shall also complete the Responsible Vendor Program. For clarity, all current owners, managers, and employees shall complete the Responsible Vendor Program pursuant to 935 CMR 500.105(2).

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

Record Keeping

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

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

The Applicant has a strict no alcohol or drug policy that will be cause for immediate termination if violated. To accomplish this goal, the Applicant shall not permit for the consumption of cannabis or alcohol before or during the individuals shift, and if the manager on duty suspects an individual of intoxication, they will be immediately sent home and the Applicant will investigate the situation. If it is determined that an individual was intoxicated during their shift, they will be immediately terminated.

Moreover, as a company policy and as required under 935 CMR 500.105(1), an employee or agent shall be immediately terminated if they have diverted marijuana, have been considered to be engaged in unsafe practices, or were convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

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

FINANCIAL RECORDS

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

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

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

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

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

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

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

RECORD KEEPING PROCEDURES

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

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

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

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

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

The Applicant shall maintain records showing the real-time inventory, including an inventory of Marijuana plants, plant-seeds, and clones in any phase of development. Moreover, the Applicant shall conduct a monthly inventory of Marijuana in the process of cultivation, and finished, stored Marijuana. Applicant shall also conduct a yearly comprehensive inventory review. The Applicant is not planning on taking inventory orally, however, if it does, it shall transcribe such recordings. The maintained record shall have, at a minimum, the date of the inventory, a summary of the

inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory review.

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

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

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

TESTING PROCEDURE

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

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

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

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

As a part of the Applicant's testing procedures, it will also ensure that it is maintaining a current list of the Commission's approved pesticides and will cease using and dispose of any pesticides not on the list.

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

Quality Control:

The Applicant shall instruct its employee's and develop SOP's to ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as by utilizing the following steps:

1. Marijuana flower shall be well cured and generally free of seeds and stems;
2. Marijuana flower shall be free of dirt, sand, debris, and other foreign matter;
3. Marijuana flower shall be free of contamination by mold, rot, other fungus, and bacterial diseases;
4. Marijuana flower shall be prepared and handled on food-grade stainless steel tables; and
5. Packaged in a secure area pursuant to 935 CMR 500.105(3)

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

Pursuant to 935 CMR 500.105(3), litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests, floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair, all contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination, all toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana, water supply shall be sufficient for necessary operations, plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment, and the establishment shall provide its employees with adequate, readily accessible toilet facilities. Moreover, the storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

QUALIFICATIONS AND TRAINING

Qualifications

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

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

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

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

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

Training

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

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

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

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

Stephen Mandile

27 Henry Street
Uxbridge, MA 01569

10th March 2020

Massachusetts Cannabis Control Commission

Union Station
2 Washington Square
Worcester, MA 01604

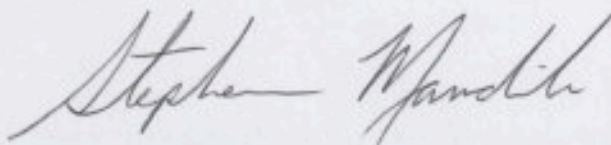
To the Cannabis Control Commission,

I, Stephen Mandile, am a Selectman for the town of Uxbridge, MA and an advocate for medical marijuana. I became passionate about this mission after having been wounded in Iraq and founded the Veterans Alternative Healing (VAH) organization to raise awareness and work with dispensaries to provide medical marijuana discounts for wounded veterans.

As part of Coastal Cultivars, LLC license MCN282052, Coastal Cultivars, LLC arranged to provide VAH with an annual charitable donation of \$10,000 to be used for community enrichment.

I wish to inform you that since the time of the initial Coastal Cultivars, LLC application the VAH organization has disbanded and I would like to direct the donations to the Disabled American Veterans of Massachusetts, Massachusetts State House, Room 546, Boston, MA, 02133. The DAV of Massachusetts is a 501(c3) and a 501(c4) organization dedicated to procuring benefits for disabled veterans and their families.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Mandile". The signature is written in dark ink and is positioned above the printed name.

Stephen Mandile

RESTRICTING ACCESS TO AGE 21 AND OLDER

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

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

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

The cultivation site shall also be monitored 24 hours a day with infrared cameras and motion detectors. The infrared cameras will capture any and all activities on or around the premises without further light pollution. Moreover, in the event that an

unauthorized individual successfully scales the first layer of fencing, motion detectors will be tripped notifying the Marijuana Establishment and any security personnel of the breach under 5 minutes, allowing for a prompt response and proper notification to local law enforcement. In addition to the infrared cameras and motion detectors on the perimeter and in the area between the two fences, the entirety of the growing area will also be equipped with infrared cameras, allowing for surveillance 24 hours a day.

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

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

DIVERSITY PLAN

As a minority owned business, the Applicant highly values a diverse work space and will implement hiring practices that follow these values. The Applicant will not discriminate against women, minorities, veterans, people with disabilities, nor individuals' part of the LGBTQ community when establishing business partnerships or when seeking employees.

To accomplish this goal, the Applicant shall seek to employ at least 25% of its employees from the female, minority, veteran, disabled, and/or individuals' part of the LGBTQ community. To meet this goal, the Applicant will place classifieds in the local newspapers (the Wareham Week, the Standard Times, Old Colony Memorial, and online job sites such as Indeed, LinkedIn, and Monster) that is specifically tailored such individuals and will also actively seek out these individuals. Classifieds will initially be run bi-weekly to initially staff the operation. Moreover, during harvesting season, the Applicant shall post bi-weekly classifieds in the identified newspapers. Applicant will also actively seek out these individuals and shall encourage current employees to refer or recommend individuals that fall into the above category for employment. The Applicant shall report the progress of the plan upon the request of the CCC or the Town of Wareham, however, it will also be reported during each renewal at a minimum. Applicant shall count the total number of employee's and determine what percentage of its employee's fall under this designation to ensure the goal of 25%. Applicant shall also maintain records of promotions of these individuals, along with additional positions created since initial licensure. All classifieds and job postings shall also be recorded and maintained by the applicant.

Through employment, these individuals will also have an opportunity to enter into management or executive positions if qualified. The Applicant's goal is to have 25% of its management and executive team to be comprised of the individuals listed above. The Applicant shall provide these individuals with the resources to succeed in the industry, most specifically through experience and knowledge of the industry and operation of a business. To accomplish this goal, Applicant will first look internally to promote individuals to management or executive positions. Individuals falling under the above category will receive priority for management and executive positions until the 25% quota has been met. Once the quota has been met, however, Applicant shall not discriminate against those individuals listed above when considering individuals for promotion. Applicant shall maintain a personal relationship with these identified individuals and shall provide mentoring and support so that they can accomplish their goals.

The Applicant's majority interest holder is a dual citizen of Mexico and the United States and was born in Mexico. His current marijuana businesses in Colorado have employed a wide variety of people, and simply analyzes their experience, trustworthiness, work ethic, and integrity during the hiring process. Moreover, any actions by employees that signals discrimination of customers, vendors, and business partners are immediately addressed, and depending on the severity, may result in terminating the employee.

Upon licensure, the Applicant will partner with the Disabled American Veterans of Massachusetts, who absorbed Veterans Alternative Healing, an organization that assists veterans suffering from opiate addiction, by contributing charitable donations to the organization. The Applicant has already committed to the Disabled American Veterans of Massachusetts to donate \$10,000.00

annually. Applicant shall record and maintain records of its donation to show that it has met its annual goal.

Applicant's goal by providing an annual donation to Disabled American Veterans of Massachusetts is to aid in educating veterans about marijuana use, proper consumption methods, and storage, along with educating veterans on different classifications of cannabis strains and consumptions methods to provide them with the education they need to use marijuana in a safe manner that meets their specific needs.

Moreover, the Applicant intends to partner with other diverse businesses for all aspects of the Applicants Business needs by actively seeking out female, minority, veteran, disabled, and/or LGBTQ owned businesses to engage. The partnerships will primarily be mutual business relationships, such as using a minority owned business to supply materials necessary for the operation. Applicant does not currently have any commitments with these groups, but intends to do so following licensure.

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

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