



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR284117

Original Issued Date: 01/10/2022

Issued Date: 01/12/2023

Expiration Date: 01/12/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: East Boston Local Roots LLC

Phone Number: 617-605-1449 Email Address: info@eastbostonlocalroots.com

Business Address 1: 1006 Bennington Street

Business Address 2:

Business City: East Boston Business State: MA

Business Zip Code: 02128

Mailing Address 1: 1006 Bennington Street

Mailing Address 2:

Mailing City: East Boston Mailing State: MA

Mailing Zip Code: 02128

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 32

Percentage Of Control: 33

Role: Owner / Partner

Other Role:

First Name: Nicole

Last Name: Modica

Suffix:

Gender: Female	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 0.4	Percentage Of Control: 33	
Role: Owner / Partner	Other Role:	
First Name: Lorraine	Last Name: Curry	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 9	Percentage Of Control: 33	
Role: Owner / Partner	Other Role:	
First Name: Tracy	Last Name: Glissman	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 33	Percentage of Ownership: 38	
Entity Legal Name: East Bennington LLC	Entity DBA:	DBA City:
Entity Description: East Bennington LLC is a Massachusetts Limited Liability Company formed for the purpose of holding interests in licensed Massachusetts Marijuana Establishments		
Foreign Subsidiary Narrative:		
Entity Phone:	Entity Email:	Entity Website:
Entity Address 1:	Entity Address 2:	
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:	Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:
Relationship Description: East Bennington LLC holds 38% of the equity of East Boston Local Roots LLC.		

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: East Bennington LLC	Entity DBA:	
Email: lorraine.curry2@verizon.net	Phone: 617-456-8000	
Address 1: One International Place	Address 2: Suite 3700	
City: Boston	State: MA	Zip Code: 02110

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$150000 Percentage of Initial Capital: 100

Capital Attestation: Yes

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1006 Bennington Street

Establishment Address 2:

Establishment City: Boston

Establishment Zip Code: 02128

Approximate square footage of the establishment: 1750

How many abutters does this property have?: 2

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification Form.pdf	pdf	607f8bb286f403457678e514	04/20/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	607f8bbdcefab844e6715c23	04/20/2021
Community Outreach Meeting Documentation	EBLR - Community Outreach Documentation.pdf	pdf	609b20166f8420077bfc8a46	05/11/2021

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	607f8bfd21aec245a96cc45e	04/20/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:  
First Name: Lorraine Last Name: Curry Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

Individual Background Information 2

Role: Other Role:

First Name: Tracy Last Name: Glissman Suffix:

RMD Association: Not associated with an RMD

Background Question: no

### Individual Background Information 3

Role: Other Role:

First Name: Nicole Last Name: Modica Suffix:

RMD Association: Not associated with an RMD

Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

#### Entity Background Check Information 1

Role: Partner Other Role:

Entity Legal Name: East Bennington LLC Entity DBA:

Entity Description: East Bennington LLC is a Massachusetts limited liability company formed for the purpose of holding interests in licensed Massachusetts Marijuana Establishments

Phone: 617-456-8000 Email: lorraine.curry2@verizon.net

Primary Business Address 1: One International Place Primary Business Address 2: Suite 3700

Primary Business City: Boston Primary Business State: MA Principal Business Zip Code: 02110

Additional Information:

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	East Boston Local Roots LLC Operating Agreement Updated as of 2.1.21 (Final).pdf	pdf	607f936ca6d53445a21e5b6c	04/20/2021
Articles of Organization	EBLR - Certificate of Organization.pdf	pdf	607f937121aec245a96cc470	04/20/2021
Secretary of Commonwealth - Certificate of Good Standing	DUA - COGS 2021.04.27.pdf	pdf	60948747954bd3079c6906d6	05/06/2021
Secretary of Commonwealth - Certificate of Good Standing	SOS - COGS 21.04.22.PDF	pdf	6094874909011007a03d1268	05/06/2021
Department of Revenue - Certificate of Good standing	DOR - COGS 2021.05.10.pdf	pdf	609b12bce067a90777b5156a	05/11/2021

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	DUA Cert. of Good Standing (2022.11.22).pdf	pdf	637d2087a0fd020008c3ab13	11/22/2022
Secretary of Commonwealth - Certificate of Good Standing	SOC Cert. of Good Standing (2022.11.28).PDF	pdf	638699bda0fd020008ca8b90	11/29/2022
Department of Unemployment Assistance - Certificate of Good standing	Business Certificate - East Boston Cannabis.pdf	pdf	63a0858052253500084ca4a7	12/19/2022
Department of Revenue - Certificate of Good	DOR Cert. of Good Standing	pdf	63a2303252253500084f3c8f	12/20/2022



standing (2022.11.22).pdf

Massachusetts Business Identification Number: 001366119

Doing-Business-As Name: East Boston Cannabis Co.

DBA Registration City: Boston

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan (Reduced).pdf	pdf	607f93fd7eb80444db4691f2	04/20/2021
Plan for Liability Insurance	EBLR - Cert. of Insurance.pdf	pdf	637d21bda0fd020008c3ae98	11/22/2022
Proposed Timeline	Timeline (Updated).pdf	pdf	63a230d3a0fd020008e3a2b7	12/20/2022

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana and Marijuana Products.pdf	pdf	607f94168bb25444af30218b	04/20/2021
Separating recreational from medical operations, if applicable	Separating Rec. from Med..pdf	pdf	607f941721aec245a96cc474	04/20/2021
Restricting Access to age 21 and older	Restricting Access to age 21+.pdf	pdf	607f94182e84db44a04c955f	04/20/2021
Security plan	Security Plan.pdf	pdf	607f941b4989114597238d99	04/20/2021
Prevention of diversion	Diversion Prevention.pdf	pdf	607f941d9cefd04567d4f51e	04/20/2021
Storage of marijuana	Storage of Marijuana.pdf	pdf	607f943e16d4db44ccf595da	04/20/2021
Transportation of marijuana	Transportation Policy.pdf	pdf	607f944386f403457678e528	04/20/2021
Inventory procedures	Inventory Policy.pdf	pdf	607f9446599735456076680c	04/20/2021
Quality control and testing	Quality Control and Testing.pdf	pdf	607f944a16d4db44ccf595de	04/20/2021
Dispensing procedures	Retail Dispensing.pdf	pdf	607f944e7eb80444db4691f6	04/20/2021
Personnel policies including background checks	Personnel and Background Check Policy.pdf	pdf	607f94673a37ef458c087a04	04/20/2021
Record Keeping procedures	Record Keeping Policy.pdf	pdf	607f9469518b4d4499418407	04/20/2021
Maintaining of financial records	Financial Record Maintenance.pdf	pdf	607f946a8bb25444af30218f	04/20/2021
Diversity plan	Diversity Plan.pdf	pdf	607f946c21aec245a96cc47a	04/20/2021
Qualifications and training	Employee Qualifications and Training.pdf	pdf	607f946e2e84db44a04c9563	04/20/2021
Energy Compliance Plan	Energy Compliance Policy.pdf	pdf	607f947603415644ba10863e	04/20/2021
Diversity plan	Diversity Plan.pdf	pdf	637d230b52253500082f30c4	11/22/2022

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
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## Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Reasonable Substitutions of Marijuana Types and Strains Documentation.pdf	pdf	637d240fa0fd020008c3b315	11/22/2022

## ATTESTATIONS

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

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

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

## Notification:

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

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

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

## ADDITIONAL INFORMATION NOTIFICATION

## Notification:

## COMPLIANCE WITH POSITIVE IMPACT PLAN

## Progress or Success Goal 1

**Description of Progress or Success:** East Boston Local Roots LLC (the "Company")'s first goal was to hire at least 25% of its employees from areas that have been disproportionately impacted by the war on drugs. To date, the company has hired 1 employee who does not currently live in an area of disproportionate impact. The Company is currently in the Post Provisional License Process and has been posting job advertisements in newspapers that serve the areas of Boston that have been disproportionately impacted by the war drugs. Copies of those advertisements have been submitted herewith.

Additionally, Nicole Modica, one of the managing members of the Company is a resident of Lynn and she is a 32% owner of the Company. A redacted employee census is attached hereto.

## Progress or Success Goal 2

**Description of Progress or Success:** East Boston Local Roots LLC (the "Company")'s second goal was to hold educational programs and informational session at least twice a year. The Company is scheduled to hold these events on December 22, 2022 and December 29, 2022. Copies of its newspaper notices are attached and programming materials will be submitted upon completion. The Company has attached an updated plan for positive impact.

## COMPLIANCE WITH DIVERSITY PLAN

## Diversity Progress or Success 1

**Description of Progress or Success:** East Boston Local Roots LLC (the "Company")'s first goal in its diversity plan was to hire 50% women, 20%

minorities, 12% persons with disabilities, 3% veterans and 10% LGBTQ+. Currently the Company has 1 employee who is a veteran and its board of managers is comprised entirely of women. A redacted employee census is attached hereto.

#### Diversity Progress or Success 2

**Description of Progress or Success:** East Boston Local Roots LLC (the "Company")'s second goal was to ensure that 100% of its opportunities for advancement to management and executive positions will be offered internally first. As mentioned above, the Company is still in the start up phase and has only hired a general manager. The Company is still committed to this goal and has submitted an updated diversity plan reflecting the same.

#### Diversity Progress or Success 3

**Description of Progress or Success:** East Boston Local Roots LLC (the "Company")'s third goal was to ensure that 100% of its employees receive training on diversity and sensitivity. The Company has contracted with Green Path Training, a veteran and women owned company to provide responsible vendor training to its employees. A copy of the contract with Green Path Training and the RVT Training Certificates have been included herewith.

#### HOURS OF OPERATION

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



# Host Community Agreement Certification Form

## Instructions

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

## Certification

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

1. Name of applicant:

East Boston Local Roots LLC
2. Name of applicant’s authorized representative:

Nicole Modica
3. Signature of applicant’s authorized representative:

DocuSigned by:

Nicole Modica

9EFA32DF58BB455...
4. Name of municipality:

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

Robert Arcangeli



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

Robert Arcangeli

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

robert.arcangeli@boston.gov

8. Host community agreement execution date:

March 12, 2021





### **Plan to Remain Compliant with Local Zoning**

The City of Boston amended its zoning code on April 13, 2018, to allow the dispensing of marijuana for adult-use in various neighborhoods and neighborhood subdistricts in the City of Boston.

East Boston Local Roots LLC (the “**Company**”), is proposing to develop and operate a Marijuana Retailer (the “**Marijuana Establishment**”) at 1006 Bennington Street, East Boston, MA 02128. This site is located in the East Boston Neighborhood zoning district and Neighborhood Shopping (NS) zoning subdistrict. Pursuant to Article 53, Section 11 of the Zoning Code for the City of Boston, the proposed Marijuana Establishment is a permitted use in the NS zoning subdistrict, subject to the granting of a license from the Boston Cannabis Board (the “**Cannabis Board**”), a conditional use permit from the City of Boston Zoning Board of Appeals (the “**Board**”) and the execution of a Host Community Agreement with the City. Please see the attached zoning bylaws and zoning map for reference.

The Company has discussed its marijuana retail facility with City officials, including the district city councilor, Mayor’s office of emerging industries, Mayor’s office of neighborhood services, building department, police department and fire department, received approval from the Cannabis Board on February 17, 2021, and received its Conditional Use Permit from the Board on April 6, 2021. The Company also entered into a host community agreement with the City on March 12, 2021.

The Company plans to continue to work with officials from the City to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and James Schena, Chief Operations Officer will be responsible for ongoing compliance with local and state rules and regulations.



TEXT AMENDMENT NO. 432

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF BOSTON

IN ZONING COMMISSION

The Zoning Commission of the City of Boston, acting under Chapter 665 of the Acts of 1956, as amended, after due report, notice and hearing does hereby amend the text of the Boston Zoning Code, as established under Chapter 665 of the Acts of 1956, as amended, as follows:

1. By striking the definition “Medical Marijuana Treatment Center” from **Articles 2 and 2A** of the Code, and inserting in place thereof the following:

“Cannabis Establishment,” an entity, licensed and registered with the Commonwealth of Massachusetts that acquires, cultivates, possesses (including development of related products as edible marijuana infused products (MIP), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers cannabis, products containing cannabis, including, but not limited to an adult use cannabis establishment, a medical use cannabis establishment, a marijuana retailer, a marijuana product manufacturer or a marijuana cultivator. Cannabis Establishments shall include any Marijuana Establishment or Medical Marijuana Treatment Center licensed pursuant to 935 CMR 500, 105 CMR 725.100, or any successor regulation.

2. By amending **Article 8 (Regulation of Uses)** as follows:

- a. In **Section 8-7, Table A, Use Regulations**, delete existing Use Item #39B “Medical Marijuana Treatment Center” and insert the following use item:

	<u>S</u>	<u>R</u>	<u>H</u>	<u>L</u>	<u>B</u>	<u>M</u>	<u>I</u>	<u>W</u>	<u>MER</u>
39B Cannabis Establishment	F*	F*	F*	C*	C*	C*	C*	C*	C*

\* Cannabis Establishment-provided that any cannabis establishment shall be sited at least one half mile or 2,640 feet from another existing cannabis establishment and at least 500 feet from a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. Distances shall be determined from the nearest lot line of the proposed establishment to the nearest lot line of an existing establishment or school. Use approval shall be applicable to the applicant only..

3. In the following articles:

- Article 38** (Midtown Cultural District)
- Article 39** (North Station Economic Development Area)
- Article 40** (South Station Economic Development Area)
- Article 41** (Huntington Avenue/Prudential Center District)
- Article 43** (Chinatown District)
- Article 44** (Leather District)
- Article 45** (Government Center/Markets District)
- Article 46** (Bulfinch Triangle District)
- Article 47** (Cambridge Street-North District)
- Article 50** (Roxbury Neighborhood District)
- Article 51** (Allston-Brighton Neighborhood District)
- Article 52** (Dorchester Avenue Neighborhood District)
- Article 53** (East Boston Neighborhood District)
- Article 54** (North End Neighborhood District)
- Article 55** (Jamaica Plain Neighborhood District)
- Article 56** (West Roxbury Neighborhood District)
- Article 57** (Saint Vincent Neighborhood District)
- Article 58** (City Square Neighborhood District)
- Article 59** (Mission Hill Neighborhood District)
- Article 60** (Greater Mattapan Neighborhood District)
- Article 61** (Audubon Circle Neighborhood District)
- Article 62** (Charlestown Neighborhood District)
- Article 63** (Bay Village Neighborhood District)
- Article 64** (South End Neighborhood District)
- Article 65** (Dorchester Neighborhood District)
- Article 66** (Fenway Neighborhood District)
- Article 67** (Roslindale Neighborhood District)
- Article 68** (South Boston Neighborhood District)
- Article 69** (Hyde Park Neighborhood District)
- Article 70** (Beth Israel Hospital Institutional District)
- Article 71** (Massachusetts College of Pharmacy Institutional District)



**Article 72** (New England Deaconess Hospital Institutional District)

**Article 73** (Dana-Farber Cancer Institute Institutional District)

**Article 90** (New Market Industrial-Commercial Neighborhood District)

- a. In Articles 38-41 and 44-47, in the sections on Use Regulations, delete the Conditional Use item, "Medical Marijuana Treatment Center".
- b. In Articles 38-41 and 44-47, in the sections on Use Regulations, subsection on Conditional Uses, insert the following:

"Cannabis Establishment-provided that any cannabis establishment shall be sited at least one half mile or 2,640 feet from another existing cannabis establishment and at least 500 feet from a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. Distances shall be determined from the nearest lot line of the proposed establishment to the nearest lot line of an existing establishment or school. Use approval shall be applicable to the applicant only."

- c. For Articles 43, 50-73 and 90, in each table of uses, delete the use "Medical Marijuana Treatment Center" and its associated footnote from the subcategory heading "Health Care Uses" or in the case of Article 43, the relevant Appendices.
- d. In each table of uses, under the subcategory heading "Retail Uses," or in the case of Article 43, the relevant Appendices, insert the following:

"Cannabis Establishment"

as a Forbidden Use in all Residential Districts and as a Conditional Use in all other Districts.

- e. In each table of uses, under the subcategory heading "Retail Uses," or in the case of Article 43, the relevant Appendices, next to the use "Cannabis Establishment:"

Insert the next, appropriate numerical footnote notation.


- f. At the end of the "Footnotes" section of each use table, insert, in appropriate numerical order with the appropriate footnote number, the following text:

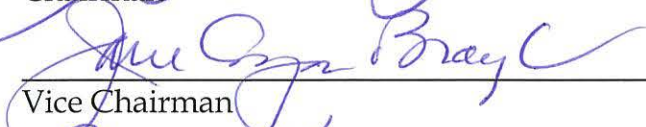
\* Cannabis Establishment-provided that any cannabis establishment shall be sited at least one half mile or 2,640 feet from another existing cannabis establishment and at least 500 feet from a pre-existing public or private



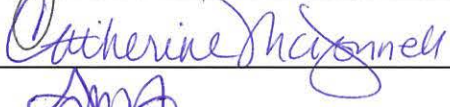
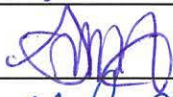

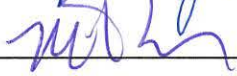
school providing education in kindergarten or any of grades 1 through 12. Distances shall be determined from the nearest lot line of the proposed establishment to the nearest lot line of an existing establishment or school. Use approval shall be applicable to the applicant only.

Text Amendment Application No. 479

Text Amendment No. **432**

  
Chairman

  
Vice Chairman

In Zoning Commission

Adopted: April 11, 2018

Attest:   
Executive Secretary

Text Amendment Application No. 479

Text Amendment No. 432

  
\_\_\_\_\_  
Mayor, City of Boston

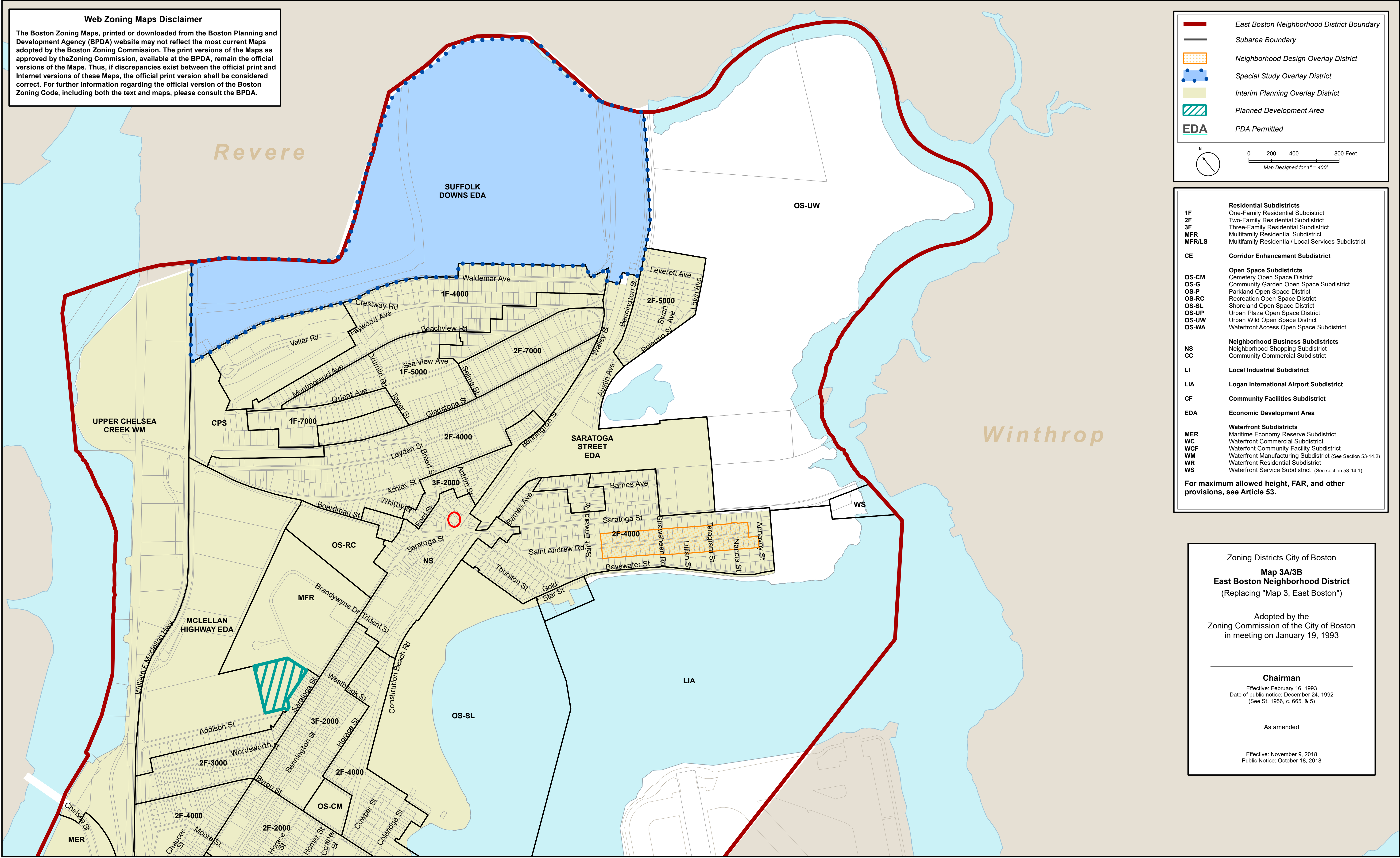
Date: 4-13-18

\_\_\_\_\_  
The foregoing amendment was presented to the Mayor on April 12, 2018, and was signed by him on April 13, 2018, whereupon it became effective on April 13, 2018, in accordance with Section 3 of Chapter 665 of the Acts of 1956, as amended.

Attest:

  
\_\_\_\_\_  
Executive Secretary  
Boston Zoning Commission





**Web Zoning Maps Disclaimer**

The Boston Zoning Maps, printed or downloaded from the Boston Planning and Development Agency (BPDA) website may not reflect the most current Maps adopted by the Boston Zoning Commission. The print versions of the Maps as approved by the Zoning Commission, available at the BPDA, remain the official versions of the Maps. Thus, if discrepancies exist between the official print and Internet versions of these Maps, the official print version shall be considered correct. For further information regarding the official version of the Boston Zoning Code, including both the text and maps, please consult the BPDA.

**East Boston Neighborhood District Boundary**

**Subarea Boundary**

**Neighborhood Design Overlay District**

**Special Study Overlay District**

**Interim Planning Overlay District**

**Planned Development Area**

**EDA** **PDA Permitted**

N

0 200 400 800 Feet

Map Designed for 1" = 400'

1F	<b>Residential Subdistricts</b>
2F	One-Family Residential Subdistrict
3F	Two-Family Residential Subdistrict
MFR	Three-Family Residential Subdistrict
MFR/LS	Multifamily Residential Subdistrict
CE	Multifamily Residential/ Local Services Subdistrict
OS-CM	<b>Corridor Enhancement Subdistrict</b>
OS-G	<b>Open Space Subdistricts</b>
OS-P	Cemetery Open Space District
OS-RC	Community Garden Open Space Subdistrict
OS-SL	Parkland Open Space District
OS-UP	Recreation Open Space District
OS-UW	Shoreland Open Space District
OS-WA	Urban Plaza Open Space District
NS	Urban Wild Open Space District
CC	Waterfront Access Open Space Subdistrict
LI	<b>Neighborhood Business Subdistricts</b>
LIA	Neighborhood Shopping Subdistrict
CF	Community Commercial Subdistrict
EDA	<b>Local Industrial Subdistrict</b>
MER	<b>Logan International Airport Subdistrict</b>
WC	<b>Community Facilities Subdistrict</b>
WCF	<b>Economic Development Area</b>
WM	<b>Waterfront Subdistricts</b>
WR	Maritime Economy Reserve Subdistrict
WS	Waterfront Commercial Subdistrict
	Waterfront Community Facility Subdistrict
	Waterfront Manufacturing Subdistrict (See Section 53-14.2)
	Waterfront Residential Subdistrict
	Waterfront Service Subdistrict (See section 53-14.1)

For maximum allowed height, FAR, and other provisions, see Article 53.

Zoning Districts City of Boston

**Map 3A/3B**

**East Boston Neighborhood District**

(Replacing "Map 3, East Boston")

Adopted by the

Zoning Commission of the City of Boston

in meeting on January 19, 1993

**Chairman**

Effective: February 16, 1993

Date of public notice: December 24, 1992

(See St. 1956, c. 665, & 5)

As amended

Effective: November 9, 2018

Public Notice: October 18, 2018





# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

1. The Community Outreach Meeting was held on the following date(s): April 30, 2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

4/16/21

b. Name of publication:

Boston Herald

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

a. Date notice filed:

4/15/21

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

a. Date notice(s) mailed:

4/15/2021

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

East Boston Local Roots

Name of applicant's authorized representative:

Nicole Modica, Managing Member

Signature of applicant's authorized representative:

DocuSigned by:  
  
2C788F17B17842B...



## Attachment A

### Newspaper Publication

**RECEIPT**

04/14/21

**BOSTON HERALD**

Account: **1280713**  
 Name:  
 Company: **PRINCE LOBEL TYE LLP**  
  
 Address: **ONE INTERNATIONAL PL SUITE 3700  
 BOSTON, MA 02110**  
  
 Telephone: **(617) 456-8123**  
 Fax:  
 Description: **LEGAL NOTICE OF COMMUNITY OUTREACH  
 M**

Date: **04/14/21**  
 Start Date: **04/16/21** Stop Date: **04/16/21**  
 Class: **1201 - Legal Notices**  
 Ad ID: **2157213**  
 Ad Taker: **CRASTAMAS**  
 Sales Person: **Amanda Stamas (LFC301)**  
 Words: **317**  
 Lines: **41**  
 Agate Lines: **144**  
 Depth: **3.4**  
 Inserts: **2**  
 Blind Box:  
 PO Number:

**Ad sample**

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING  
 REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY EAST  
 BOSTON  
 LOCAL ROOTS LLC**

Notice is hereby given that a virtual community outreach meeting for **East Boston Local Roots LLC ("EBLR")'s proposed Marijuana Establishment** is scheduled for **April 30, 2021, at 6:00 p.m.**, online at <https://princelobel.zoom.us/j/9418277570> or by telephone by calling +1-301-715-8592, Webinar ID: 941 8277 7570. The proposed Marijuana Retailer (the "Facility") is anticipated to be located at **1006 Bennington Street, East Boston, MA 02128** (the "Property"). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of EBLR.

Questions may be submitted in advance to [info@eastbostonlocal-roots.com](mailto:info@eastbostonlocal-roots.com). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on [www.princelobel.com](http://www.princelobel.com).

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web- Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

A copy of this notice is on file with the City Clerk's office, the Boston Planning and Development Agency, the Mayor's office, and the Boston Cannabis Board, at Boston City Hall, 1 City Hall Square, Boston, Massachusetts 02201. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property 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.

Apr 16

Total: **\$483.84**Paid Amount: **\$0.00**Amount Due: **\$483.84****Publication**

Boston Herald, BostonHerald.com

*We Appreciate Your Business!  
 Thank You !*

## Islam, Ashfin

---

**From:** astamas@lowellsun.com on behalf of BH Legals <legals@bostonherald.com>  
**Sent:** Wednesday, April 14, 2021 1:29 PM  
**To:** Islam, Ashfin  
**Subject:** Re: Thank You for your email Re: Publish Notice of Community Outreach Meeting by 4/16/2021

Hello,

All set to run 16th

Thank You  
Amanda S  
2157213

On Wed, Apr 14, 2021 at 1:02 PM Islam, Ashfin <[aislam@princelobel.com](mailto:aislam@princelobel.com)> wrote:

Hi Amanda,

Thank you for this, the copy looks good! Is there anything else that you need from me?

Best,

Ashfin

On Apr 14, 2021, at 12:59 PM, BH Legals <[legals@bostonherald.com](mailto:legals@bostonherald.com)> wrote:

Hello,

Please see attached

Thank You  
Amanda S  
2157213

On Wed, Apr 14, 2021 at 11:41 AM Islam, Ashfin <[aislam@princelobel.com](mailto:aislam@princelobel.com)> wrote:

Good Morning,

I am following up with an earlier e-mail where I requested publication of a community outreach meeting notice in the April 15, 2021 paper. I was able to change the date of the meeting to April 30, 2021 and am now kindly requesting publication in the **April 16, 2021** paper. I believe our firm, Prince Lobel Tye, has a billing account with the Herald, but please let me know if there is anything else I can do to expedite this process.

Please see attached Community Outreach Notice for publishing in the April 16, 2021 edition of the Herald.

Best,

Ashfin Islam

Ashfin Islam



Prince Lobel Tye LLP

One International Place, Suite 3700  
Boston, Massachusetts 02110

617 960 8165 Direct

[aislam@princelobel.com](mailto:aislam@princelobel.com)



**From:** BH Legals [<mailto:legals@bostonherald.com>]

**Sent:** Wednesday, April 14, 2021 11:16 AM

**To:** Islam, Ashfin <[aislam@princelobel.com](mailto:aislam@princelobel.com)>

**Subject:** Thank You for your email Re: Publish Notice of Community Outreach Meeting by 4/15/2021

Hello,

Thank you for your email. It has been received and will be answered as soon as possible.

Thank You

Boston Herald Legals Team

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## Boston Herald Legals Department

Main phone number - (617)423-4545



- Please let us know if you need an Affidavit(s)
- Please note Ad sample(s) are sent & are for the intent of review prior to publication. We will not be held liable for any error; misprint or grammatical error.

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This email is intended for the confidential use of the addressees only. Because the information is subject to the attorney-client privilege and may be attorney work product, you should not file copies of this email with publicly accessible records. If you are not an addressee on this email or an addressee's authorized agent, you have received this email in error; please notify us immediately at 617 456 8000 and do not further review, disseminate or copy this email. Thank you.

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IRS Circular 230 Disclosure: Any federal tax advice or information included in this message or any attachment is not intended to be, and may not be, used to avoid tax penalties or to promote, market, or recommend any transaction, matter, entity, or investment plan discussed herein. Prince Lobel Tye LLP does not otherwise by this disclaimer limit you from disclosing the tax structure of any transaction addressed herein.

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## **Boston Herald Legals Department**

Main phone number - (617)423-4545



- Please let us know if you need an Affidavit(s)
- Please note Ad sample(s) are sent & are for the intent of review prior to publication. We will not be held liable for any error; misprint or grammatical error.

<PRINCELOBE-94-2157213-1.pdf>

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## **Boston Herald Legals Department**

Main phone number - (617)423-4545



- Please let us know if you need an Affidavit(s)
- Please note Ad sample(s) are sent & are for the intent of review prior to publication. We will not be held liable for any error; misprint or grammatical error.

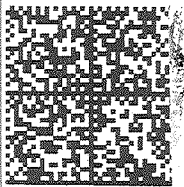
Attachment B

Notice Filed with Municipality



Prince Lobel Tye LLP  
One International Place, Suite 3700, Boston, MA 02110

Notification to Boston Planning  
and Development Agency



FP<sup>®</sup> US POSTAGE  
\$000.51<sup>®</sup>

First-Class

04/16/2021 ZIP 02110

034A 0081800655

Boston Planning & Development Agency  
One City Hall Square  
Ninth Floor  
Boston, MA 02201





April 16, 2021

**Via First Class Mail**

Boston Planning & Development Agency  
One City Hall Square  
Ninth Floor  
Boston, MA 02201

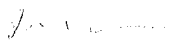
Re: Notice of a Community Outreach Meeting for a Proposed Cannabis  
Establishment located at 1006 Bennington Street, East Boston

To Whom It May Concern:

Enclosed is a notice of an upcoming community outreach meeting for a proposed  
Cannabis establishment to be located at 1006 Bennington Street, East Boston, MA.

Please reach out with any questions or concerns.

Sincerely,

  
Ashley Tan  
[atan@princelobel.com](mailto:atan@princelobel.com)  
617-913-4188

Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, MA 02110  
TEL: 617 456 8000  
FAX: 617 456 8100

*Handwritten signature*

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY EAST BOSTON  
LOCAL ROOTS LLC**

Notice is hereby given that a virtual community outreach meeting for **East Boston Local Roots LLC (“EBLR”)**’s **proposed Marijuana Establishment** is scheduled for **April 30, 2021, at 6:00 p.m.**, online at <https://princelobel.zoom.us/j/94182777570> or by telephone by calling +1-301-715-8592, Webinar ID: 941 8277 7570. The proposed Marijuana Retailer (the **“Facility”**) is anticipated to be located at **1006 Bennington Street, East Boston, MA 02128** (the **“Property”**). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of EBLR.

Questions may be submitted in advance to [info@eastbostonlocalroots.com](mailto:info@eastbostonlocalroots.com). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on [www.princelobel.com](http://www.princelobel.com).

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission’s Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

A copy of this notice is on file with the City Clerk’s office, the Boston Planning and Development Agency, the Mayor’s office, and the Boston Cannabis Board, at Boston City Hall, 1 City Hall Square, Boston, Massachusetts 02201. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property 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.



COVID-19 INFORMATION ([HTTPS://WWW.BOSTON.GOV/NEWS/CORONAVIRUS-DISEASE-COVID-19-BOSTON](https://www.boston.gov/news/coronavirus-disease-covid-19-boston))

## VIRTUAL COMMUNITY OUTREACH MEETING

**THE EAST BOSTON LOCAL ROOTS LLC ("EBLR")'S PROPOSED MARIJUANA ESTABLISHMENT** is scheduled for **APRIL 30, 2021, AT 6:00 P.M.**, online at <https://princelobel.zoom.us/j/94182777570> (<https://princelobel.zoom.us/j/94182777570>)

or by telephone by calling +1-301-715-8592, Webinar ID: 941 8277 7570.

The proposed Marijuana Retailer (the "**FACILITY**") is anticipated to be located at **1006 BENNINGTON STREET, EAST BOSTON, MA 02128** (the "**PROPERTY**").

## DISCUSSION TOPICS

### 1 Agenda

Community members and members of the public are encouraged to ask questions and receive answers from representatives of EBLR.

Questions may be submitted in advance to

[info@eastbostonlocalroots.com](mailto:info@eastbostonlocalroots.com) (<mailto:info@eastbostonlocalroots.com>). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on [www.princelobel.com](http://www.princelobel.com) (<http://www.princelobel.com>).

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

April 30, 2021



06:00PM



VIRTUAL  
BOSTON, MA 02210



[AISLAM@PRINCELOBEL.CO](mailto:AISLAM@PRINCELOBEL.CO) ([MAILTO:AISLAM@PRINCELOBEL.CO](mailto:AISLAM@PRINCELOBEL.CO))



CITY of **BOSTON**

MENU

[TRANSLATE](#)

---

Contact: ASHFIN ISLAM

---

Neighborhoods: CITYWIDE

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Posted: 04/15/2021 - 2:41PM

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**RESOURCES:**[OFFICIAL FILED AGENDA](#)<https://www.boston.gov/sites/default/files/file/2021/04/EAST%20BOSTON%20LOCAL%20ROOTS%20AGENDA.pdf>[PRIVACY POLICY \(/DEPARTMENTS/INNOVATION-AND-TECHNOLOGY/TERMS-USE-AND-PRIVACY-POLICY\)](/departments/innovation-and-technology/terms-use-and-privacy-policy)[CONTACT US \(/DEPARTMENTS/MAYORS-OFFICE/CONTACT-BOSTON-CITY-HALL\)](/departments/mayors-office/contact-boston-city-hall)[ALERTS AND NOTIFICATIONS \(/DEPARTMENTS/EMERGENCY-MANAGEMENT/CITY-BOSTON-ALERTS-AND-NOTIFICATIONS\)](/departments/emergency-management/city-boston-alerts-and-notifications)[PUBLIC RECORDS REQUESTS](#)[https://bostonma.gov/qa.us/webapp/\\_RS/\(S\(DEN310HNRPQZ2RZH5LGBGSBY\)\)/SUPPORTHOME.AS](https://bostonma.gov/qa.us/webapp/_RS/(S(DEN310HNRPQZ2RZH5LGBGSBY))/SUPPORTHOME.AS)

## Attachment B-1

### Municipality Approval to Hold Virtual Community Outreach

**Boston Cannabis Board Confirmation  
of Virtual Community Outreach Meeting**

**Islam, Ashfin**

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**From:** Glissman, Daniel  
**Sent:** Thursday, April 15, 2021 5:12 PM  
**To:** Tan, Ashley; Islam, Ashfin  
**Cc:** Ross, Michael P.  
**Subject:** FW: East Boston Local Roots - 2nd Community Meeting

FYI.

**From:** Lesley Hawkins [mailto:lesley.hawkins@boston.gov]  
**Sent:** Thursday, April 15, 2021 5:07 PM  
**To:** Glissman, Daniel <dglissman@princelobel.com>  
**Cc:** Cannabis Board <cannabisboard@boston.gov>; Ross, Michael P. <mross@princelobel.com>;  
lina.tramelli@boston.gov  
**Subject:** Re: East Boston Local Roots - 2nd Community Meeting

Good afternoon,

Please accept this email as confirmation from the BCB that this meeting may be held virtually pursuant to CCC requirements regarding the same.

Many thanks,

Lesley

Lesley Delaney Hawkins, Esq.  
Executive Secretary, Licensing Board for the City of Boston  
Executive Secretary, Boston Cannabis Board  
(o) 617.635.4170 | (f) 617.635.4742  
SIGN UP FOR PERIODIC UPDATES FROM THE BOSTON CANNABIS BOARD [HERE](#).  
SIGN UP FOR PERIODIC UPDATES FROM THE LICENSING BOARD. [Licensees](#). [Attorneys and Practitioners](#).  
**CITY of BOSTON**

On Thu, Apr 15, 2021 at 4:48 PM Glissman, Daniel <dglissman@princelobel.com> wrote:

Lesley,

Attached please find a copy of the notice for East Boston Local Roots' second community outreach meeting. This community outreach meeting is required in order to submit the state licensing application for East Boston Local Roots.

We are seeking your written permission to hold this meeting virtually on April 30, 2021, pursuant to the Cannabis Control Commission's executive order. This meeting will be noticed in accordance with the state requirements.

Thank you,

Dan

Daniel Glissman



Prince Lobel Tye LLP

One International Place, Suite 3700  
Boston, Massachusetts 02110

617 456 8181 Direct

dglissman@princelobel.com



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This email is intended for the confidential use of the addressees only. Because the information is subject to the attorney-client privilege and may be attorney work product, you should not file copies of this email with publicly accessible records. If you are not an addressee on this email or an addressee's authorized agent, you have received this email in error; please notify us immediately at 617 456 8000 and do not further review, disseminate or copy this email. Thank you.

-----  
IRS Circular 230 Disclosure: Any federal tax advice or information included in this message or any attachment is not intended to be, and may not be, used to avoid tax penalties or to promote, market, or recommend any transaction, matter, entity, or investment plan discussed herein. Prince Lobel Tye LLP does not

## Attachment C

### Examples of Abutter Notices



WALZ  
FROM  
CERTIFIED  
MAILER®

WALZ

VERSION: E1119

U.S. Postal Service®  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2170 8286 01

Certified Mail Fee	\$
Return Receipt (Hardcopy)	\$
Return Receipt (Electronic)	\$
Certified Mail Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Postmark  
HereSent to:  
1030 Bennington ST, Unit 2  
EAST BOSTON, MA 02128Ashfin Islam  
108646 East Boston Local Roots

## Reference Information

PS Form 3800, Facsimile, July 2015

FOLD AND TEAR THIS WAY → OPTIONAL

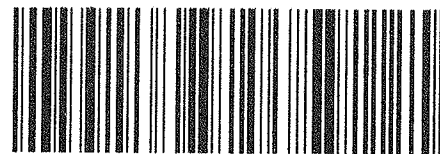
Label #5 (OPTIONAL)

Jane T. England  
Prince Lobel Tye LLP  
One International Place, Suite 3700  
Boston, 02110

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



9414 7266 9904 2170 8286 01

RETURN RECEIPT REQUESTED

Label #6 - Return Receipt Barcode (Sender's Record)



9590 9266 9904 2170 8286 04

FOLD AND TEAR THIS WAY →

FOLD AND TEAR THIS WAY →

Return Receipt (Form 3811) Barcode



9590 9266 9904 2170 8286 04

1. Article Addressed to:

1030 Bennington ST, Unit 2  
EAST BOSTON, MA 02128

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2170 8286 01

## COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent  
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No3. Service Type:  
☒ Certified Mail  
☐ Certified Mail Restricted Delivery

## Reference Information

108646 East Boston Local Roots

Ashfin Islam

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY EAST BOSTON  
LOCAL ROOTS LLC**

Notice is hereby given that a virtual community outreach meeting for **East Boston Local Roots LLC (“EBLR”)**’s **proposed Marijuana Establishment** is scheduled for **April 30, 2021, at 6:00 p.m.**, online at <https://princelobel.zoom.us/j/94182777570> or by telephone by calling +1-301-715-8592, Webinar ID: 941 8277 7570. The proposed Marijuana Retailer (the “**Facility**”) is anticipated to be located at **1006 Bennington Street, East Boston, MA 02128** (the “**Property**”). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of EBLR.

Questions may be submitted in advance to [info@eastbostonlocalroots.com](mailto:info@eastbostonlocalroots.com). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on [www.princelobel.com](http://www.princelobel.com).

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission’s Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

A copy of this notice is on file with the City Clerk’s office, the Boston Planning and Development Agency, the Mayor’s office, and the Boston Cannabis Board, at Boston City Hall, 1 City Hall Square, Boston, Massachusetts 02201. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property 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.

## Attachment D

Link to Recorded Virtual Meeting

**Topic: East Boston Local Roots Virtual Community Outreach Meeting**

**Date: Apr 30, 2021 05:49 PM Eastern Time (US and Canada)**

**Meeting Recording:**

[https://princelobel.zoom.us/rec/share/Q4NfoKsQ0A\\_XuU291MY9BDjsuOMQZG6GS7Az5nXwFwd6L5\\_k94fxT7BVxKvkQU5E.gRF1SxQLKu-N9J5j](https://princelobel.zoom.us/rec/share/Q4NfoKsQ0A_XuU291MY9BDjsuOMQZG6GS7Az5nXwFwd6L5_k94fxT7BVxKvkQU5E.gRF1SxQLKu-N9J5j)

**Access Passcode: EBLocalRoots!2021**

## Attachment D-1

### Number of Participants Attending the Meeting

East Boston Local Roots Virtual Community Outreach Meeting

April 30, 2021

East Boston Local Roots Project Team: 5

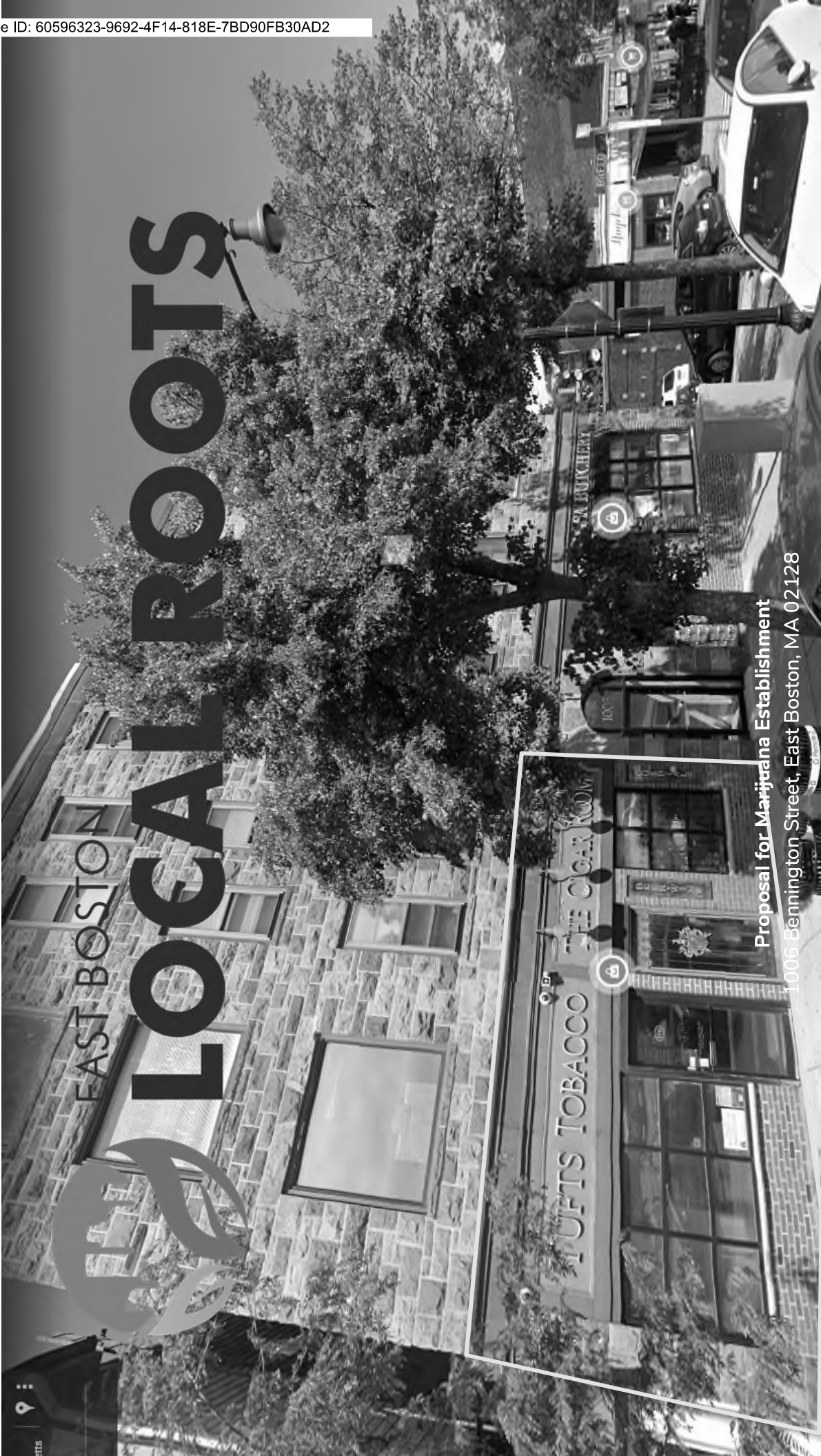
Moderator and Closed Captioner: 2

Community Attendee(s): 1

Total Participants: 8

## Attachment E

### Virtual Meeting Presentation Handouts



# LOCAL ROOTS

Proposal for Marijuana Establishment  
1006 Bennington Street, East Boston, MA 02128



# Executive Team



**Nicole Modica**

Nikki and her family have deep ties to East Boston and own the building in which the proposed dispensary will be located.



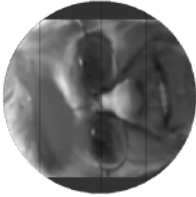
**Tracy Monterisi**

Tracy lived in the building in which the proposed dispensary will be located, for several years, while working at the Don Orione nursing home on Orient Ave. Her grandfather, Sergio, grew up on Cottage Street.



**Lorraine Curry**

Lorraine is a life-long resident of East Boston, and is an active member of the Gove Neighborhood Association.



**James Schena, Jr.**

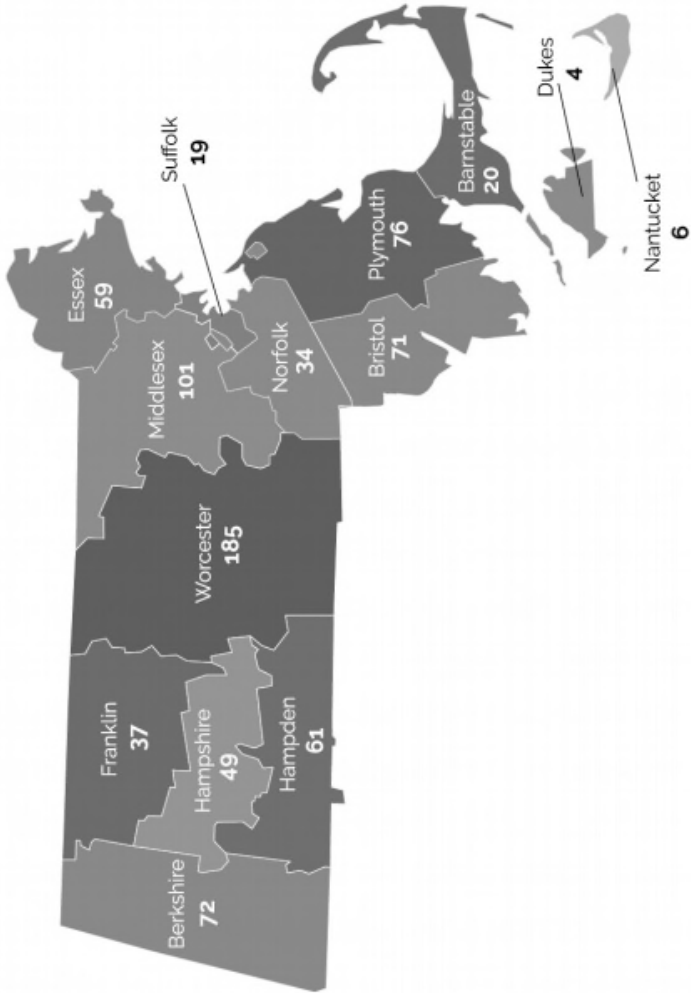
Jimmy has operated the Tufts Tobacco store located at 1006 Bennington, for over two decades. His experience operating within a highly regulated industry is critical to the company's successful implementation of its plans.

## Managing Members





# Cannabis in Massachusetts



Massachusetts Industry Snapshot:

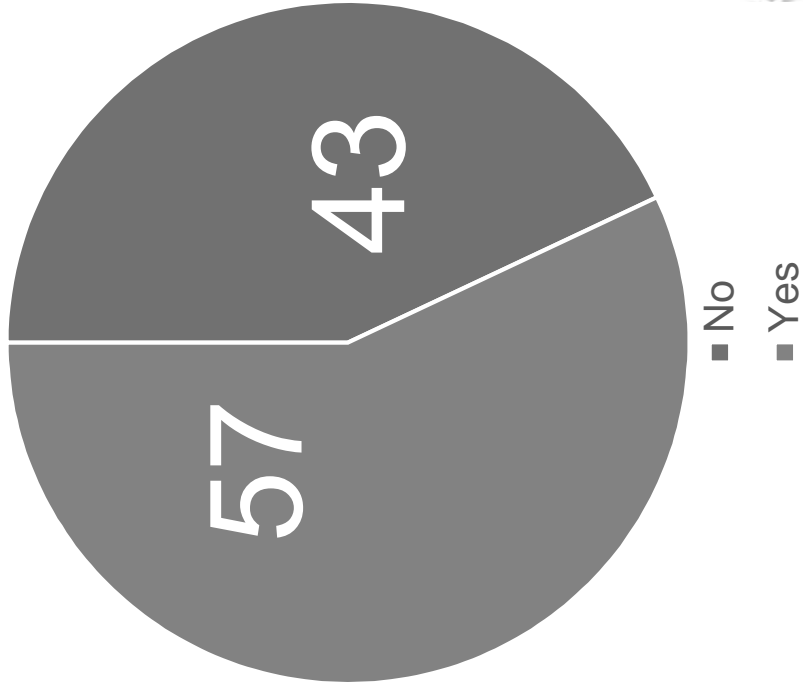
- 8,464 Applications, 794 Licenses
- 323 Retail Applications
- Total gross sales: \$1.47B
- 13,005 Agent Registrations

# Cannabis in Boston



# Industry Figures & Facts

Question 4 Election Results (East Boston)

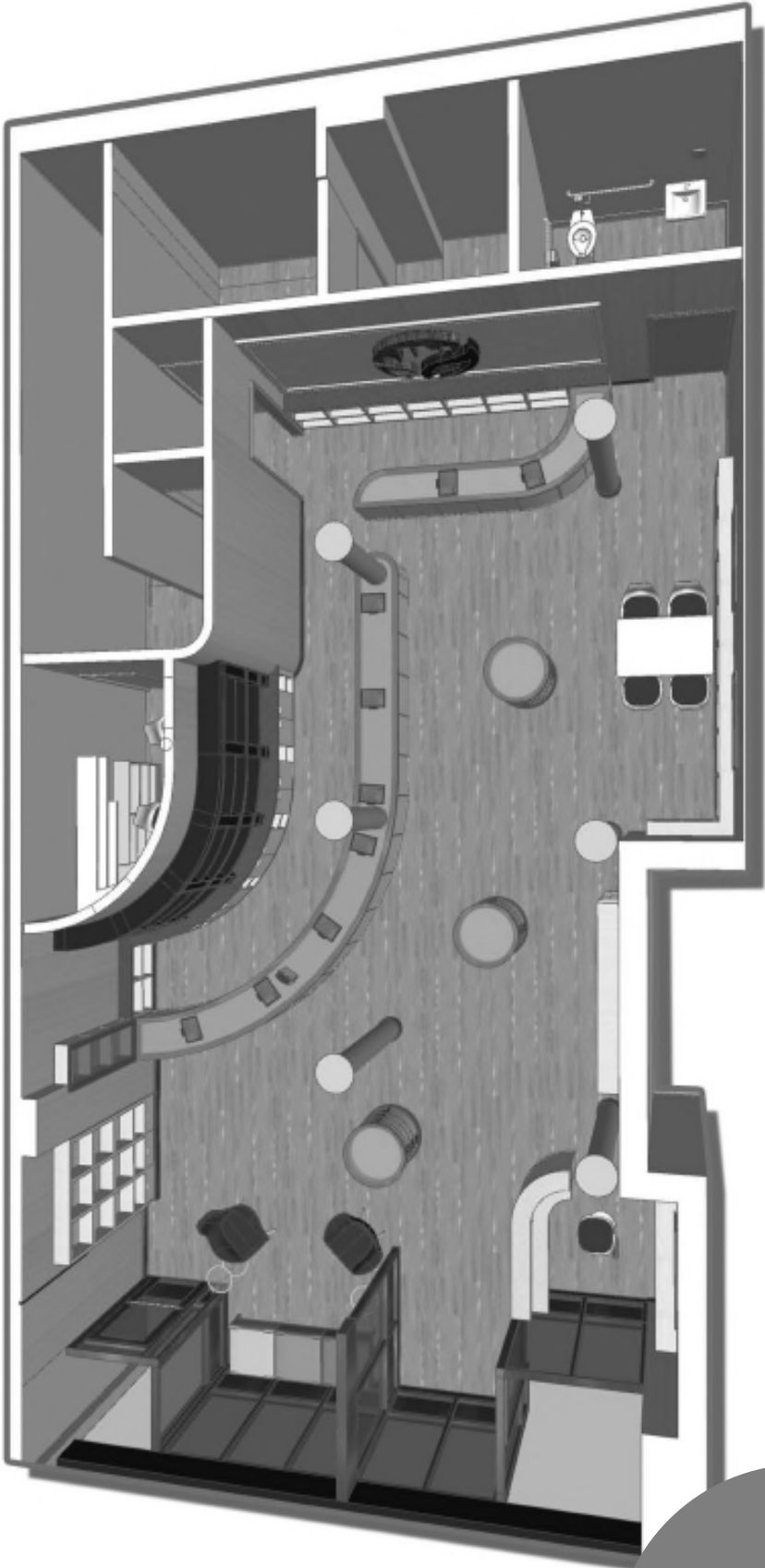


- All persons must be 21+ in the retail store (including employees).
- Largest growing customer demographic is 55+.
- Average transaction is \$100.
- Marijuana consumption is not allowed in public places. Any customers doing so will be banned from the facility.
- Retailers are prohibited from selling products containing nicotine or alcohol.
- Retailers must utilize seed to sale tracking systems.
- Signage, displays, or advertising of any material or products that depict marijuana is strictly prohibited.
- Retailers cannot sell more than 1 ounce of flower or 5 grams of concentrate per transaction.

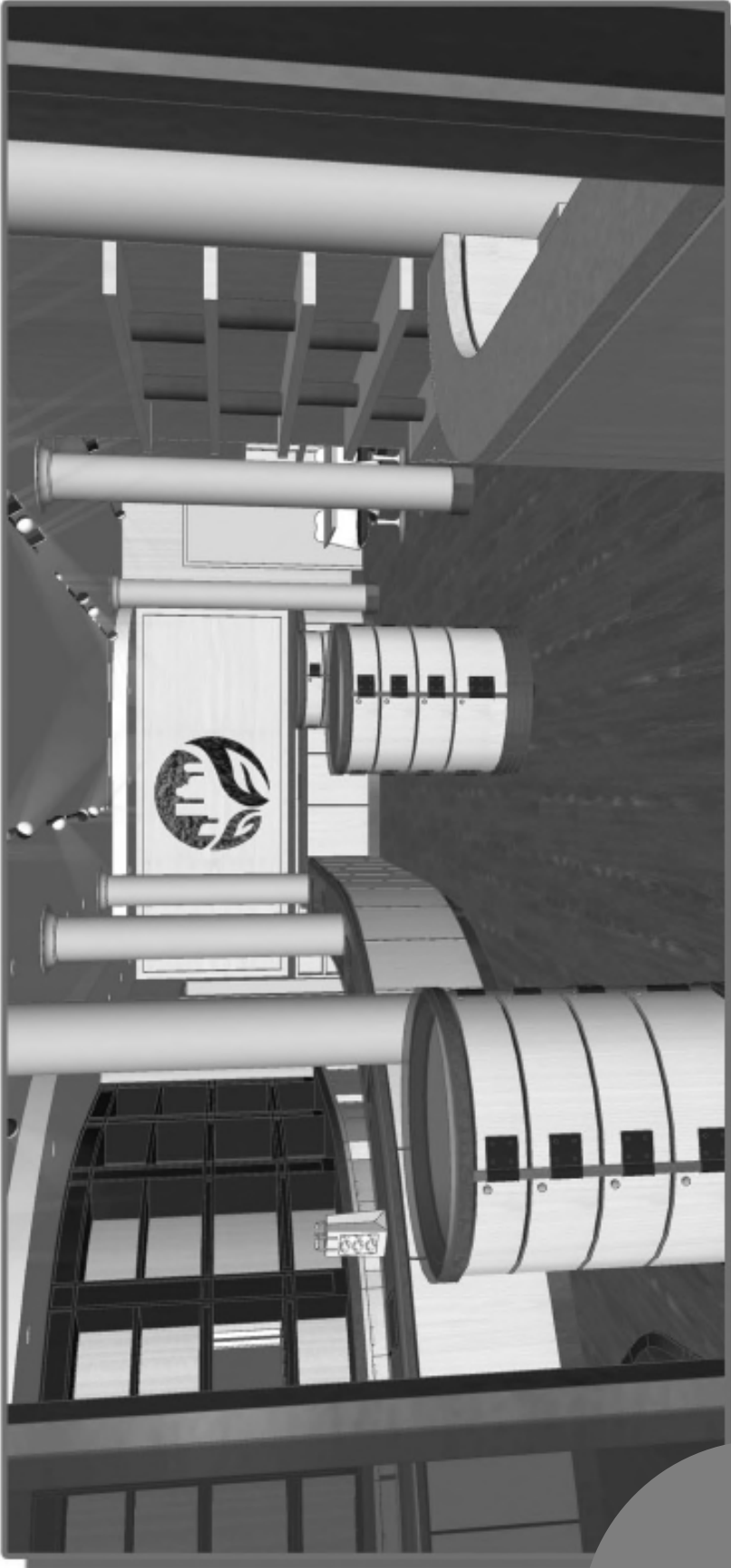




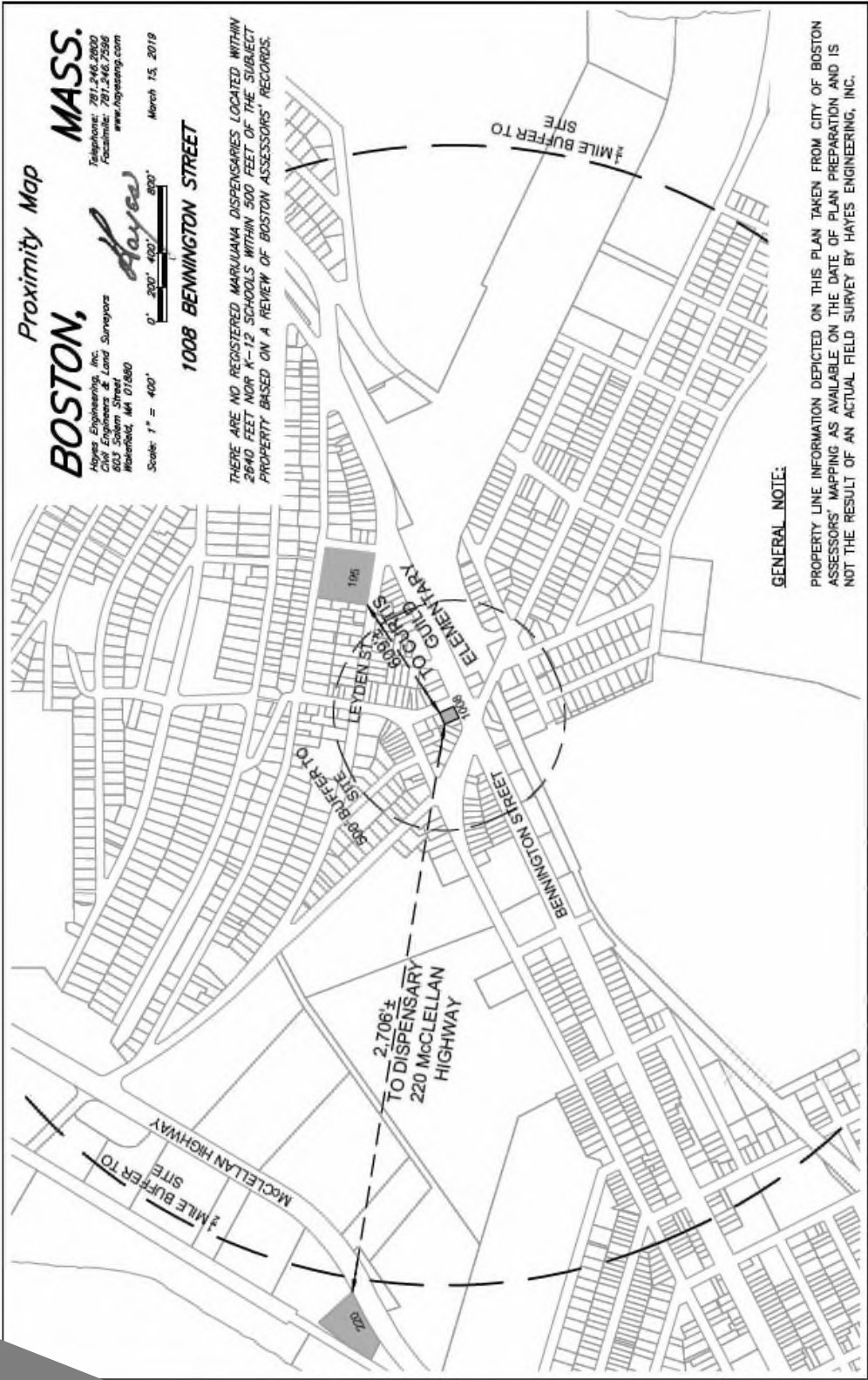
EAST BOSTON  
**LOCAL ROOTS**  
1006 Bennington St. Boston, MA



**cki**  
Design Studio



cki  
Design Studio





A detailed map of the Boston area, including parts of Suffolk, Middlesex, and Chelsea counties. The map is oriented with North at the top. Major highways are shown in grey, including I-93, I-90, I-495, and I-290. Numerous neighborhoods and landmarks are labeled in black text, including Suffolk Downs, Charlestown, Eagle Hill, Central Square, Central-Maverick Square / Paris Street, East Boston, Jeffries Point, Piers Park Sailing Center, Boston Logan International Airport, and the Harbor. A large number of red pins are scattered across the map, indicating the locations of various restaurants. The pins are concentrated in the Charlestown and Suffolk Downs areas, with a few others in the Eagle Hill, Central Square, and East Boston areas. The map also shows the locations of several parks and reserves, such as Belle Isle Marsh Reservation and the Harbor Islands.

The Commonwealth of Massachusetts

Seaton Joseph A.  
First Suffolk and Middle  
Borough, MA 021

TEL: (617) 722-  
FAX: (617) 722-  
JohnBorcas@MA  
WWW.MA.GOV

ADRIAN C. MADARO  
REPRESENTATIVE  
ROOM 4708  
1ST BULLOCK DISTRICT  
TEL: (617) 722-2803  
FAX: (617) 722-2807

JohnBorcas@MA.GOV

Honorable M.  
1010 Massachus  
Boston, MA 021

RE:

Dear Honorable

I am writing a  
uses, a tobacco  
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Joseph Borcas  
State Center  
First Suffolk and

July 1, 2019

Honorable Mem  
1010 Massachus  
Boston, Massach

RE: 1009 Berna

Dear Honorable

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BOSTON CITY COUNCILOR  
LYDIA EDWARDS  
DISTRICT ONE

MAY 1, 2020

BOSTON CANNABIS BOARD  
BOSTON CITY HALL  
BOSTON, MA 02201

BOSTON CITY COUNCILOR LYDIA EDWARDS  
BOSTON CITY HALL  
ONE FIVE HALL SQUARE, SUITE 500  
BOSTON, MA 02201

RE: EAST BOSTON LOCAL ROOTS APPLICATION

Dear Board Members,

I am writing regarding East Boston Local Roots' application for a host community agreement (HCA) from the City of Boston.

This application was submitted to the City by a group of East Boston residents. From the time that the City began reviewing applications for HCAs, it has been my preference that neighborhood residents be granted the agreements where possible. One of the owners, Jim Scheina, successfully operated a smoke shop at the location for decades, showing an ability to manage a business that caters to an adult-only customer base without incident. This location is transit oriented which will help minimize the traffic and parking impact on the community. Additionally, this proposal was well received at the community outreach meeting held in June of last year.

Given the above, I am pleased to offer this application my support and look forward to them receiving an HCA from the City of Boston so they can advance to the state licensing process.

Sincerely,

Lydia Edwards

Lydia Edwards  
Boston City Councilor  
District One



# Nuisance Abatement

- Prepare and follow a detailed set of written operating procedures approved by the State.
- Handle and process marijuana in a safe and sanitary manner.
- Properly remove litter and waste so as to minimize the development of odor and minimize the potential for waste attracting and harboring pests.



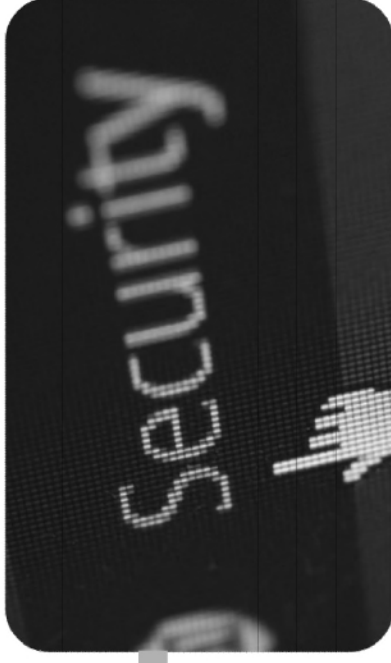
# Diversion Prevention

- Use of state approved seed to sale tracking system.
- Development of chain of custody policies and procedures approved by the state.
- Daily product delivery using unmarked vehicles and randomized routes.
- Anti-diversion training for employees.
- Right to deny sales to any individual.
- Utilization of appropriate packaging and labeling.
- Storage of Marijuana in compliance with 935 CMR 500.105(11).



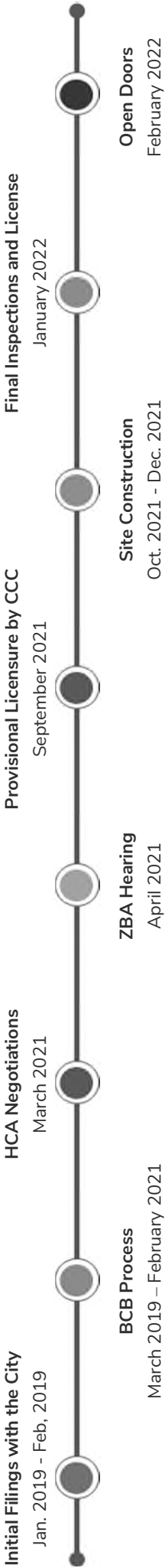
# Security

- Customers must be above 21 years of age.
- Extensive Security Camera Coverage
- Employees are required to pass a series of state and national background checks all of which is regularly reviewed by state agency.
- Law enforcement and state officials are allowed access.
- ID Confirmation at entry and point of sale
- A description of the Marijuana Establishment's hours of operation and after-hours contact information shall be provided to the Cannabis Control Commission and made available to law enforcement officials upon request.



Limited Access

# Timeline



# Community Benefits

- Job creation (15 – 20 positions)
- Enhanced security in and outside the facility.
- Community engagement and support for local initiatives
- Host Community Agreement with City of Boston and increased tax revenue
- Charitable Contributions
- Educational Seminars



# THANK YOU!



## Glissman, Daniel

---

**From:** Glissman, Daniel  
**Sent:** Tuesday, November 22, 2022 2:02 PM  
**To:** Cannabis Board  
**Cc:** Jasmin Winn  
**Subject:** East Boston Local Roots LLC - License Renewal

To Whom It May Concern:

This office represents East Boston Local Roots LLC ("EBLR") in connection with the licensing and permitting of its proposed marijuana establishment located at 1006 Bennington Street, East Boston (the "Establishment"). EBLR's provisional license from the Cannabis Control Commission ("CCC") for the Establishment is currently up for renewal.

Pursuant 935 CMR 500.103(4)(f) and the CCC's renewal application requirements, I am writing to request the records of any cost incurred by the City, that are reasonably related to the operation of the Establishment. In accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Please do not hesitate to contact me directly if you have any comments or questions.

Thank you,  
Dan

Daniel Glissman



Prince Lobel Ty LLP  
One International Place, Suite 3700  
Boston, Massachusetts 02110

617 456 8181 Direct  
dglissman@princelobel.com





### **Marijuana Establishment Municipal Response Attestation**

In accordance with Section 935 CMR 500.103(4)(f) of the Massachusetts Code of Regulations, and in support of the renewal application of East Boston Local Roots LLC (d/b/a East Boston Cannabis Co.) (the “**Applicant**”) the undersigned Tracy Glissman, hereby confirms and certifies to the Cannabis Control Commission (the “**CCC**”) that:

1. On November 22, 2022 counsel for the Applicant submitted a written request to the Applicant’s Host Community requesting records of any costs to the municipality reasonably related to the operation of the Applicant’s Marijuana Establishment;
2. The Applicant has provided a copy of the request in connection with its renewal application; and
3. As of the date of this attestation, **no response** has been received from the Host Community.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of December 19, 2022

By: Tracy Glissman

Name: Tracy Glissman

### **Plan for Positive Impact**

East Boston Local Roots LLC (the “**Company**”) is basing its headquarters in East Boston Massachusetts, an area that has not been identified by the Commission as an area of disproportionate impact. However, various other parts of the City of Boston including the following census tracts in Suffolk County: 803; 10103; 10104; 10300; 10404; 10405; 60700; 61000; 61101; 70200; 71201; 80300; 61101; 80401; 80500; 80601; 80801; 81500; 81700; 81800; 81900; 82000; 82100; 90100; 90200; 90300; 90400; 90600; 91200; 91400; 91700; 91800; 91900; 92000; 92300; 92400; 100100; 100200; 100601; 101001; 101101; 101102; 110201; 120500; 980101; 980300; 981100; 981700A; and 981800, are ADIs that are close in proximity to the location of the proposed Marijuana Establishment. Collectively, the aforementioned Suffolk County Census Districts shall be referred to herein as the “**Target Areas**”. The Company intends to focus its efforts in the Target Areas and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

During its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

#### **Goals:**

The Company’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, **at least 25% of its employees** from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and
2. Provide educational programs and informational sessions geared towards individuals from the Target Areas and/or Massachusetts Residents who have, or have parents or spouses who have, past drug convictions that are interested in the cannabis industry, with specific focuses on marijuana retailers and entrepreneurship, at least **twice** a year. Such educational events will specifically include, but not be limited to, information on **licensing workshops (i.e., guidance on filing applications with the Commission), preparation of standard operating policies and procedures, Massachusetts cannabis market overview and METRC best practices.**

#### **Programs:**

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Areas or Massachusetts residents who have past drug convictions it shall post **monthly notices** for at least **three (3) months** during the hiring process at the municipal offices of the Target Areas and in newspapers of general circulation in the Target Areas, including but not limited to, **the Boston Herald**, these

notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

2. In an effort to ensure that the Company provides opportunities for individuals from the Target Areas and/or Massachusetts residents who have past drug convictions to attend its educational events the Company shall post **weekly** notices at least **two (2) weeks** prior to hosting said educational programs or informational sessions in newspapers of general circulation in the Target Areas including but not limited to, **the Boston Herald**, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions to attend these events.

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

#### **Annual Review:**

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions; and
2. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that it: (1) acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

**OPERATING AGREEMENT**  
**OF**  
**EAST BOSTON LOCAL ROOTS LLC**

**Updated as of February 1, 2021**

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**OPERATING AGREEMENT**  
**of**  
**EAST BOSTON LOCAL ROOTS LLC**

THIS OPERATING AGREEMENT (this “Agreement”) of East Boston Local Roots LLC, a Massachusetts limited liability company (the “Company”), is made as of January 28, 2019, by and among the Company, the Persons identified on the signature page hereto as “Members” and each of the Persons identified on the signature page hereto as a “Manager” (and collectively, the “Board”).

**RECITALS**

WHEREAS, the Company was formed as of January 28, 2019 as a limited liability company under the laws of the Commonwealth of Massachusetts in accordance with the provisions of the Massachusetts Limited Liability Company Act by the filing of a Certificate of Organization for the Company (the “Certificate”) in the Office of the Secretary of State of the Commonwealth of Massachusetts; and

WHEREAS, the Company, the Members and the Board wish to set out fully their respective rights, obligations and duties regarding the Company and its affairs, assets, liabilities and the conduct of its business; and

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge, the Company, the Members and the Board hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS**

For purposes of this Agreement, capitalized terms used, and not otherwise defined, herein shall have the meanings set forth below:

“Act” shall mean the Massachusetts Limited Liability Company Act and any successor statute, as amended from time to time.

“Affiliate” shall mean, as to any Member, any Person that (i) directly or indirectly Controls, is Controlled by or is under common Control with such Member; (ii) directly or indirectly owns a beneficial interest of ten percent (10%) or more in such Member or (iii) is a Family Member.

“Assumed Tax Rate” shall mean the highest effective marginal statutory combined federal, state, municipal and local income tax rate for any Fiscal Year prescribed for an individual residing in Boston, Massachusetts, taking into account the character (e.g., long-term or short-term capital gain, ordinary or exempt) of the applicable income (but without taking into account any deductibility of state and local income taxes for federal income tax purposes).

“Agreement” shall have the meaning set forth in the Preamble.

“Board” shall have the meaning set forth in the introductory paragraph.

“Capital Account” shall have the meaning set forth in Section 5.1(b) hereof.

“Capital Contributions” shall have the meaning set forth in Section 3.2 hereof.

“Capital Event Proceeds” means: (a) the net amount of cash received by the Company from a Capital Transaction, after (i) the deduction of all associated fees, expenses and costs paid or payable by the Company, and (ii) such other reserves as the Board may establish in its discretion. Capital Event Proceeds shall include: (a) all principal and interest payments with respect to any note or other obligation received by the Company in connection with a Capital Transaction; and (b) amounts distributed to the Company as an owner of another entity to the extent that the amount distributed, in the hands of the distributing entity, is in the nature of Capital Event Proceeds. Amounts released from a reserve of Capital Event Proceeds shall be treated as Capital Event Proceeds.

“Capital Transaction” means: (i) any liquidation (as defined in Treasury Regulation 1.704-1(b)(2)(iv)(g) or as provided herein) or dissolution; of the Company; (ii) a merger, conversion into a corporation, consolidation or other combination of the Company with or into any Person; or (iii) a sale or other disposition of all or substantially all of the Company’s assets in a single transaction or in a series of related transactions; (iv) any refinancing of the indebtedness secured by Company Property.

“Certificate” shall have the meaning set forth in the Recitals above.

“Claim” shall have the meaning set forth in Section 10.2.

“Class A Member” shall mean and refer to each Member holding any Class A Unit(s).

“Class A Unit” means the units of Class A interests as set forth on Exhibit A, as it may be amended from time to time, with the right to vote one (1) vote per Unit and with the other various rights and privileges set forth herein, including, without limitation, such Member’s interest in capital and profits.

“Class B Member” shall mean and refer to each Member holding any Class B Unit(s).

“Class B Unit” means the units of Class B interests as set forth on Exhibit A, as it may be amended from time to time, with the right to vote one (1) vote per Unit and with the other various rights and privileges set forth herein, including, without limitation, such Member’s interest in capital and profits.

“Class C Member” shall mean and refer to each Member holding any Class C Unit(s).

“Class C Unit” means the units of Class C interests as set forth on Exhibit A, as it may be amended from time to time, with the right to vote one (1) vote per Unit and with the other various rights and privileges set forth herein, including, without limitation, such Member’s interest in capital and profits.

“Code” shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time (or any corresponding provisions of succeeding law).

“Company” has the meaning given that term in the opening paragraph.

“Company Property” shall mean and include all property owned by the Company, whether real or personal and tangible or intangible.

“Control” and “Controlling” means either ownership of a majority of the outstanding voting interests with full right to vote the same and/or the capacity (whether or not exercised) to manage or direct the management of the business or affairs of the relevant Person.

“Depreciation” shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

“Economic Interest” shall mean an interest in the Company’s Profits, Losses and distributions of the Company’s assets pursuant to this Operating Agreement and the Act arising from the transfer of Units (together with the appropriate portion of the transferor’s Capital Contribution and Percentage Interest) which has not received any consent required hereunder, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or the Board.

“Economic Interest Owner” shall mean the owner of an Economic Interest who is not a Member.

“Employee” means any individual performing services for the Company.

“Event of Withdrawal” shall mean (i) the bankruptcy or insolvency of any Member, a general assignment for the benefit of creditors of a Member, or the occurrence of any event causing the termination of a Member’s interest in the Company; or (ii) the assumption by a legal representative or successor in interest of control over the rights of a Member due to the death or incompetence of an individual Member, or dissolution or termination of any entity which is a Member or (iii) the failure of any Member at any time to qualify as a party under all applicable law allowed to hold an interest in a Marijuana Establishment pursuant to Chapter 55 of the Acts of 2017, Mass. General Laws Ch. 94G, and its implementing regulations 935 CMR 500.000, et seq.

“Fair Market Value” shall mean, as of any date and as to any asset being transferred, the price which a knowledgeable, willing buyer would pay to a knowledgeable, willing seller for such asset,



neither buyer nor seller being under any obligation to engage in such transaction, reflecting appropriate adjustments for lack of control, lack of marketability and the like.

“Family Member” shall mean and include a Member’s spouse, parent, child, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece or in-law (whether naturally or by marriage or adoption) of such Member or the spouse of such Person; and trusts for the benefit of each of the foregoing.

“Fiscal Year” shall have the meaning set forth in Section 2.9 hereof.

“Gross Asset Value” shall mean with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Board, provided, that if the contributing Member is a member of the Board, the determination of fair market value of a contributed asset shall be made by independent appraisal;

(ii) The Gross Asset Value of all Company assets shall be adjusted from time to time to reflect their respective gross fair market values, as determined by the Board taking into account: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company Property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), provided, however, that the adjustments pursuant to clauses (A) and (B) above shall only be made if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Board provided, that if the distributee is a member of the Board, the determination of fair market value of such distributed asset shall be made by independent appraisal; and

(iv) The Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Value shall not be adjusted pursuant to this subparagraph (iv) to the extent the Board determines that an adjustment pursuant to subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (i), (ii) or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever.

“Majority of Members” shall mean, as of any date, as to any Class, the holders of the Units of the Class constituting a majority of all issued and outstanding Units of that Class. If any act requires the consent or approval of all Members, a “Majority of Members” shall mean the holders of a majority of all Classes as a single group.

“Member” shall have the meaning set forth in the Recitals. For the avoidance of doubt, “Member” shall mean and include all holders of any Units of Membership Interest and each Economic Interest Owner except that the Economic Interest Owner shall not have any rights to participate in the management of the Company, or the right to vote on, consent to or otherwise participate in any decision of the Members or the Board.

“Member Bankruptcy” shall have the meaning set forth in Section 9.5 hereof.

“Operating Proceeds” shall have the meaning set forth in Section 5.5 hereof.

“Percentage Interest” shall mean, with respect to any Member, as of any date, (i) if of a Class of Units, the ratio (expressed as a percentage) of such Member’s Units of such Class on such date to the aggregate Units of that Class held by all Members on such date; and (ii) if of all Units, the ratio (expressed as a percentage) of all of such Member’s Units on such date to the aggregate Units of all Members on such date. In the event that all or any portion of a Member’s Units are transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest of the transferor to the extent it relates to the transferred Units.

“Person” shall mean a natural person or any corporation, association, joint venture, limited liability company, general or limited partnership, trust or other legal person or entity.

“Pro Rata Portion” shall mean a Member’s Percentage Interest.

“Profits” and “Losses” shall mean, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such Fiscal Year or other period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this definition of “Profits and “Losses” shall be added to such taxable income or loss;

(ii) Any expenditure of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits and Losses pursuant to this definition of “Profits and “Losses” shall be subtracted from such taxable income or loss;

(iii) In the event that the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of “Gross Asset Value,” the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(iv) Gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of “Depreciation”;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member’s interest in the Company, the amount of such adjustment shall be treated as an item of gain (if such item increases the basis of such asset) or loss (if the adjustment decreases the basis of such asset) from the disposition of the asset and shall be taken into account for purposes of computing Profit or Loss;

“Regulations” shall mean the rules and regulations promulgated by the Internal Revenue Service pursuant to the Code.

“Taxing Jurisdiction” shall have the meaning set forth in Section 5.4 hereof.

“Transfer” shall mean any offer, sale, conveyance, assignment, hypothecation, pledge, encumbrance, grant of a security interest in, transfer, or other disposition (including any gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy)) of any Unit or any rights therein.

“Transferee” shall mean and include any recipient of a Transfer pursuant to Article VII hereof.

“Units” and “Units of Membership Interests” shall represent the Members’ interests in the Company’s Profits and Losses, distributions of the Company’s assets pursuant to this Operating Agreement and the Act, holder’s Capital Contribution and Percentage Interest and all rights granted to Members to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or the Board. Units shall include Class A Units, Class B Units and Class C Units (if any).

“Withdrawing Member” shall have the meaning set forth in Section 7.5 hereof.

## **ARTICLE II**

### **THE LIMITED LIABILITY COMPANY**

2.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Act, and the Certificate was filed in the Office of the Secretary of State of the Commonwealth of Massachusetts as of the date set forth in the Recitals in conformity with the Act.

2.2 Name. The business of the Company shall be carried on in the name of the Company with such variations and changes as the Board shall determine or deem necessary to comply with the requirements of the jurisdictions in which the Company's operations are conducted.

2.3 Registered Office; Registered Agent. The name and address of the Company's registered agent in the Commonwealth of Massachusetts is Prince Lobel Tye LLP, Attn: Daniel S. Glissman Esq., One International Place, Suite 3700, Boston, MA 02110.

2.4 Principal Place of Business. The principal place of business of the Company shall be at 1006 Bennington Street, East Boston, MA 02128 or such other location as the Board may select from time to time.

2.5 Business Purpose of the Company. The general character of the business of the Company shall be to engage in the distribution of cannabis, to the extent permitted and in accordance with Massachusetts law, and engaging in all other lawful business that a limited liability company may conduct in accordance with the Act.

2.6 Powers. The Company shall have all the powers necessary or convenient to carry out its purposes including, without limitation, all powers granted by the Act. In furtherance, and not in limitation, of the foregoing, the Company shall have the power to engage in the following activities:

(a) to enter into and perform its obligations under any ground lease, residential or commercial lease, loan, mortgage, and/or security, other agreements contemplated by any of the foregoing and contracts, instruments and agreements incidental to the operation of the Property;

(b) to enter into and perform its obligations under such contracts, agreements, instruments, guarantees of wholly-owned subsidiaries and other arrangements as the Board may deem necessary or appropriate in connection with the management and operation of the Company including, without limitation, contracts, agreements and arrangements with vendors, consultants, advisers, accountants, attorneys and other service providers;

(c) to enter into any contract, agreement or arrangement with any member, Manager, principal or guarantor of the obligations of the Company, or any Affiliate of any of the foregoing, provided that the terms and conditions of any such contract, agreement and/or arrangement shall be commercially reasonable, shall reflect competitive market rate pricing and shall otherwise be substantially similar to those that would be available on an arm's length basis with an unaffiliated third party;

(d) to admit members and to accept capital contributions from time to time from the Members;

(e) to distribute to the Members all available cash to the extent that such distributions of available cash are not prohibited by applicable law and are otherwise in accordance with the terms and provisions of this Agreement;

(f) to pay (or to reimburse one or more Affiliates for) (i) the organizational, start-up and routine transactional and maintenance expenses of the Company, including the creation, assumption or incurrence of obligations to pay service providers to the Company and other ordinary course expenses of maintaining its existence and carrying out its various purposes under this Agreement and (ii) the fees, costs and expenses incurred in connection with the issuance and sale of Units to New Members; and

(g) to engage in any other lawful activities which are necessary to accomplish the foregoing or are incidental thereto or necessary in connection therewith.

2.7 Continuation. Subject to the provisions of Article IX, the Company shall have perpetual existence.

2.8 Fiscal Year. The fiscal year (the “Fiscal Year”) of the Company for financial statement and accounting purposes shall end on the 31st day of December in each year.

### **ARTICLE III** **MEMBERS**

3.1 Members. No Person may become a Member unless he, she or it is admitted in accordance with this Agreement, and also qualifies as a party allowed to hold an interest in all licenses and registrations held by the Company, including to the extent applicable: (a) a Registered Marijuana Dispensary Certificate of Registration issued pursuant to the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012, or Mass. General Laws Ch. 94I and their implementing regulations 105 CMR 725.000, et seq. as applicable; and (b) any Final License(s) for a Marijuana Establishment pursuant to Ch. 55 of the Acts of 2017, Mass. General Laws Ch. 94G and its implementing regulations 935 CMR 500.000, et seq., each as applicable to the Company’s business.

3.2 Roster. The Company shall maintain a roster of the Members and the number and Class of Units and amounts or other property contributed to the initial capital of the Company (the “Capital Contribution”), as well as all Additional Capital Contributions, of each.

3.3 Authority of Members. Except as provided herein, no Member shall, or shall have any right to, participate in the management of the Company merely by virtue of such Member’s status as a Member. All authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company’s business is, and shall be vested in the Board except as otherwise set forth herein.

3.4 Meetings of Members. At any time and from time to time, the Board may, but shall not have any obligation to, call meetings of the Members, and Members holding not less than 30% of the Units may call a meeting. Written notice of any such meeting shall be given to all Members not less than five (5) days and not more than sixty (60) days prior to the date of such meeting. A Majority of the Members shall constitute quorum for all purposes at any such meeting. Each meeting shall be conducted by the Board or a designee of the Board. Each Member may authorize any other Person (regardless of whether such Person is a Member) to act on its behalf with respect to all matters on

which such Member is entitled to consent or otherwise participate. Any proxy must be signed by the Member giving such proxy or by such Member's attorney-in-fact.

### 3.5 Liability of the Members.

(a) No Liability for Company Obligations. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall have any obligation with respect to for any such debt, obligation or liability of the Company solely by reason of being the Member.

(b) Limitation on Liability. Except as otherwise expressly required by law, no Member shall have any liability in excess of: (i) the amount of its capital contribution to the Company, (ii) its share of any assets and undistributed profits of the Company, and (iii) the amount of any distributions wrongfully distributed to it.

3.6 Compliance with Securities Laws and Other Laws and Obligations. Each Member hereby represents and warrants to the Company and to each other Member and acknowledges that (a) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto, (b) it is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that it has no right to withdraw and have its Units of Membership Interest repurchased by the Company, (c) it is acquiring its Units of Membership Interest in the Company for investment only and not with a view to, or for resale in connection therewith, any distribution to the public or public offering thereof and (d) it understands that the Units of Membership Interests have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the provisions of this Agreement have been complied with.

3.7 Power to Bind the Company. No Member, in its capacity as a Member, shall take part in the management or control of the business of the Company, transact any business in the name of the Company, have the power or authority to bind the Company or to sign any agreement or document in the name of the Company, or have any power or authority with respect to the Company except (i) as expressly provided in this Agreement, (ii) as directed by the Board or (iii) as provided in the Certificate of Formation, as the same may be amended from time to time.

3.8 Admission of Members. New members may not be admitted to the Company except as provided herein.

## **ARTICLE IV** **MANAGEMENT OF THE COMPANY**

4.1 Management by the Board. Except provided to the Members pursuant to this Agreement, the management of the Company is fully vested in the Board. All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested solely in, and the powers of the Company shall be exercised by or under the authority sole of the Board, and the daily business and affairs of the Company shall be managed under the direction of, the Board. All services to be furnished by the Board may be delegated to and furnished by an officer or employee of the Board, an officer or employee of a Member of the Board, or any other Person or agent designated or retained

by the Board. Decisions or actions taken by the Board in accordance with this Agreement shall constitute decisions or actions by the Company and shall be binding on the Company. In connection with the management of the business and affairs of the Company, without limiting the foregoing, the Board for and in the name of, and on behalf of Company, without any approval by or Consent of the Members, are hereby authorized:

(a) to execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the development, financing, management, maintenance, operation and disposition of any Company asset;

(b) to borrow money from the Members or third parties, to issue evidences of such indebtedness as is necessary, convenient or incidental to the accomplishment of the purposes of Company, and to secure the same by mortgage, pledge or other Lien on any Company asset;

(c) to prepay in whole or in part, renew, refinance, recast, consolidate, increase, modify or extend any debt of Company, and in connection therewith to execute and record any documents relating thereto;

(d) to enter into agreements to employ agents, attorneys, accountants, engineers, appraisers, or other consultants or contractors who may be Affiliates of, or otherwise affiliated with, any one or more of the Managers or Members, and to enter into agreements to employ any Member, Manager, or other Person to provide management or other goods and/or services to Company; provided, that any employment of such Member, Manager or Person is on terms not less favorable to Company than those offered by Persons who are not Affiliates of a Manager or Member for comparable good or services;

(e) to pay out of Company funds any and all fees, excluding legal fees from Prince Lobel Tye, LLP, its partners, associates, affiliates, subsidiaries, successors and/or assigns, and make any and all expenditures which the Board, in its sole discretion, deems necessary or appropriate in connection with the organization of Company, the management of the affairs of Company, and the carrying out of the Board's obligations and responsibilities under this Agreement and the Act;

(f) except as otherwise directed by the Partnership Representative, as herein defined, with respect to those matters within the powers of the Partnership Representative, to make and revoke any election permitted to Company by any taxing authority in such manner as the Board may decide, and to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of Company, unless the same are contested by the Partnership Representative, which the Partnership Representative is hereby expressly authorized to do; and

(g) except as otherwise provided herein, to engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of Company as may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts (including, without limitation, the Act) and in each jurisdiction where Company has qualified or is doing business (including, without limitation, their respective limited liability company acts or analogs thereof).

For the avoidance of doubt, the Company may enter into any contract, agreement or arrangement (whether for the provision of services or otherwise) with any Affiliate of the Company or of any

member of the Board provided that the terms and conditions of any such contract, agreement or arrangement shall be commercially reasonable, shall reflect competitive market rate pricing and shall otherwise be substantially similar to those that would be available on an arm's length basis with an unaffiliated third party.

4.2 Board. The Company shall have three persons serving as Managers at all times. Two Managers shall be nominated and appointed by Class A Members holding a majority of the Class A Units, and one Manager shall be nominated and appointed by the Class B Members holding a majority of the Class B Units. Initially, the Board shall mean the Managers initially signing below. Any action, consent or approval of the Board shall require an affirmative vote of two of the three Managers. Meetings of the Board shall be held at such places and times and with such frequency as is determined by it. Any Manager may call a meeting of the Board upon not less than 6 hours advance notice, which notice may be given by electronic communication. Any meeting may be held in person, or by telephonic or other electronic communication permitting all Managers to communicate simultaneously. Actions of the Board also may be taken by unanimous written consent. Accurate minutes of any meeting of the Board shall be maintained by the Manager selected at that Board meeting.

4.3 Removal or Replacement of the Board. Each Manager shall serve until such Manager: (A) dies, or resigns upon giving sixty (60) days written notice to the Members, or (B) is removed by the affirmative vote of the Members holding 60% of the Units of the Class that appointed such manager, and until such Manager's successor shall have been appointed and qualified. Any replacement(s) to fill the vacancy of any such Manager shall be appointed by the Member or Members that appointed such Manager.

4.4 Manager Has No Exclusive Duty to Company. The Manager(s) shall devote to the Company such time as it may deem necessary to manage the affairs of the Company. Each Manager may engage or have an interest in other business ventures which are similar to or competitive with the business of the Company, including but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage or development of ventures competitive with ventures owned by the Company and the pursuit of such ventures shall not be deemed wrongful or improper or give the Company or the Members any rights with respect thereto. Neither the Board nor any Member shall be obligated to present an investment opportunity to the Company even if such investment opportunity is similar to or consistent with the business of the Company, and any such Person shall have a right to take for its own account or recommend to others any such investment opportunity.

4.5 Bank Accounts; Company Books. The Board may from time to time open bank accounts in the name of the Company. In accordance with Section 2.6 hereof, the Board shall maintain and preserve, during the term of the Company, and for six (6) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.

4.6 Officers. The Board may appoint individuals as officers of the Company with such titles as the Board may select, including the titles of CEO, CFO, and COO, to act on behalf of the Company, with such power and authority as the Board may delegate to any such individual.



4.7 Elimination of Fiduciary Duties. The fiduciary duties of the Members to the Company and of the Board and the Officers to the Company and the Members are hereby eliminated except to the limited extent expressly provided in this Agreement or as required by law.

4.8 Rights of the Class B Members. Notwithstanding anything to the contrary herein contained, the Company shall not, and the Board shall not approve, any of the following actions without the advance written approval of a Majority in Interest of the Class B Member(s), which approval shall be subject to such Members' sole discretion. The term "Major Decision," as used in this Agreement, means any decision to:

(a) Halt or refrain from continuing any efforts by Company or any advisor to proceed with the aggressive pursuit of all needed licenses, permits and approvals to obtain Licensure as a Retail Marijuana Establishment from the Massachusetts Cannabis Control Commission to operate at 1006 Bennington Street, East Boston, MA 02128 (the "Premises");

(b) Commit or create any Company borrowing or indebtedness in excess of \$25,000 (excluding any third-party trade payables incurred in the ordinary course of business of the Company), and approval of any renewals, extensions, amendments, or modifications to any such indebtedness;

(c) Acquire on behalf of the Company any rights to real property in addition to the Premises;

(d) (i) File a petition for relief under the United States Bankruptcy Code, as amended, with respect to the Company, make an assignment for the benefit of creditors of the Company, apply for the appointment of a custodian, receiver or trustee for a the Company or any of its property, consent to any other bankruptcy or similar proceeding; consent to the filing of such proceeding with respect to the Company, or admit in writing the Company inability to pay its debts generally as they become due; (ii) Execute or deliver any assignment for the benefit of creditors of the Company;

(e) Settle any litigation requiring the payment by the Company of more than Twenty-five Thousand Dollars (\$25,000) or requiring pleading guilty to a crime;

(f) Enter into any new business or venture; or

(g) Amend this Section 4.8.

## **ARTICLE V** **ADDITIONAL CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNT;** **PROFITS, LOSSES AND DISTRIBUTIONS**

### 5.1 Additional Capital Contributions; Capital Account.

Additional Capital Contributions. Initially, the Board is authorized to issue 5,100 Class A Units and 4,900 Class B Units. Additionally, and if but only to the extent necessary to fund the build out of the Premises in order facilitate the pursuit of a Final License from the Cannabis Control Commission for a Marijuana Retailer license for the Company at 1006-1010 Bennington Street, East Boston, MA 02128 (the "Premises") the Board is authorized, to raise additional capital up to One Million and 00/100 Dollars (\$1,000,000.00) by issuing an additional class of Units to be known as Class C Units

at an implied pre-money valuation of the Company of at least Four Million Three Hundred Thirty-six Thousand Seven Hundred Thirty-four and 69/100 Dollars (\$4,336,734.69). The Class C Units shall have the preferred returns set forth in Section 5.5, and all Members shall have the right to purchase such Units on the terms provided in Section 7.3.

(a) Capital Accounts. A Capital Account shall be maintained on the books and records of the Company for each Member (each, a “Capital Account”) in accordance with the provisions of this Section 5.1:

(i) To each Member’s Capital Account there shall be credited such Member’s Capital Contributions, such Member’s distributive share of Profits and the amount of any Company liabilities assumed by such Member or that are secured by any Company Property distributed to such Member.

(ii) To each Member’s Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company Property distributed to such Member pursuant to any provision of this Agreement, such Member’s distributive share of Losses, and the amount of any liabilities of the Company assumed by such Member or that are secured by any property contributed by such Member to the Company.

(iii) In the event that all or a portion of any interest in the Company is Transferred in accordance with this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred interest.

The foregoing provisions, and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. In the event that the Board shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members) are computed in order to comply with such Regulations, the Board may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 9.3 hereof upon the dissolution and liquidation of the Company. The Board shall also (i) make any adjustments necessary or appropriate to maintain equality between the aggregate Capital Accounts of the Members and the amount of Company capital reflected on the Company’s balance sheet, as computed for book purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(q) and make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

(b) Loans. No Member shall have any obligation to loan funds to the Company; provided, however, that subject to the provisions at Section 15(d), the Company may borrow funds or enter into other similar financial accommodations with any Member or any Affiliate of any Member. Loans to the Company by any Member shall not be considered Capital Contributions.

5.2 Calculation of Profits and Losses. For financial accounting purposes, the Profits and Losses of the Company shall be determined on an annual basis in accordance with this Agreement.

5.3 Allocation of Profits, Losses, Credits and Other Items.

(a) Profits and Losses. Each item of income, gain, loss, deduction and credit (a “Tax Item”) of the Company for federal income tax purposes shall be allocated among the Members in such manner and amount as shall accurately reflect (a) such Member's obligation, if any, to make future contributions to the Company, (b) such Member's right to receive distributions from the Company, and (c) such Member's economic risk of loss with respect to any liability of the Company. It is the intention of the Members that the allocations pursuant to this Section 5.3(a) be made in such manner as will have substantial economic effect or otherwise be in accordance with the Members' interest in the Company in accordance with Treasury Regulations Section 1.704-1(b) and 1.704-2. Without limiting the foregoing, it is anticipated that all allocations of Tax Items among the Members will be allocated to the Members, in accordance with the provisions of such Regulations regarding “partner nonrecourse deductions,” “nonrecourse deductions,” limitations imposed on the deficit balance in a Member's capital account and “qualified income offset,” “partnership minimum gain,” and “partner nonrecourse debt minimum gain,” as such terms are defined in Regulation Sections 1.704-2(i)(1), 1.704-2(b)(1), 1.704-1(b)(2)(ii)(d), 1.704-2(b)(2) and 1.704-2(i)(2), respectively, are incorporated herein by reference, and shall apply to the Members (and any transferees) in such Member's capacity as a member of the Company for federal income purposes. The Members shall share excess nonrecourse liabilities, as such term is defined in Regulations Section 1.752-3(a)(3) pro rata to their unreturned Capital Contributions in respect of their Membership Interest. In the event of a distribution to the Members, the determination of whether such distribution is allocable to the proceeds of a nonrecourse liability shall be made under any reasonable method permitted pursuant to Regulation Section 1.704-2(h)(2) that is selected by the Managers.

(b) Alternative Allocations. It is the intent of the Members that each Member's distributive share of Profit or Losses (or item thereof) be determined and allocated consistently with the provisions of the Code, including, without limitation, Code Section 704(b) and Code Section 704(c). If in connection with the issuance of Units pursuant to the provisions of this Agreement, or for any other reason, the Board deem it necessary in order to comply with the Code, the Board may, and hereby are authorized, to allocate Profit or Losses (or items thereof) arising in any year differently than as provided for in this Article V if, and to the extent, that (i) allocating Profit or Losses (or item thereof) would cause the determinations and allocations of each Member's distributive share of Profit or Losses (or item thereof) not to be permitted by the Code or (ii) such allocation would be inconsistent with a Member's interest in the Company taking into consideration all facts and circumstances. Any allocation made pursuant to this Section 5.3(b) shall be deemed to be a complete substitute for any allocation otherwise provided for in this Agreement, and no further amendment of this Agreement or approval by any Member shall be required to effectuate such allocation. In making any such allocations under this Section 5.3(b) (the “New Allocations”), the Board are authorized to act in reliance upon advice of counsel to the Company or the Company's regular accountant that, in his or her opinion after examining the relevant provisions of the Code, the New Allocation is necessary in order to ensure that, in either the then-current year or in any preceding year, each Member's distributive share of Profit or Losses (or items thereof) are determined and allocated in accordance with the Code and the Member's interests in the Company. New Allocations made by the Board in reliance upon the advice of counsel or accountant as described above shall be deemed to be made in the best interests of the Company and all of the Members, and no Member shall have the right to make any claim or cause of action against the Company, any Manager, or any other Member as a result thereof.

#### 5.4 Non-Federal Taxes.

(a) Elections. The Company may make any tax elections allowed under the tax laws of any state or other local jurisdiction having taxing jurisdiction over the Company (“Taxing Jurisdiction”).

(b) Taxes of Taxing Jurisdictions. As determined by the Board, to the extent that the laws of any Taxing Jurisdiction require, each Member requested to do so will submit to the Taxing Jurisdiction an agreement indicating that the Member will timely file all returns and make all income tax payments to the Taxing Jurisdiction or that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member’s income, and interest and penalties assessed on such income or such other agreement as the Taxing Jurisdiction provides. If the Member fails to provide such agreement, to file such returns, or to make such tax payments, the Company may, and if required by the Taxing Jurisdiction shall, withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined as due under the laws of the Taxing Jurisdiction. Any such payments with respect to a Member shall be treated as an advance of a distribution to such Member, provided that if the Member was not entitled to such a distribution, without notice or demand the Member shall pay to the Company the amount the Company paid to the Taxing Jurisdiction. The Company may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax, interest and penalties so paid and such amounts shall be also treated as such an advance distribution and be subject to repayment.

## 5.5 Distributions.

(a) Generally. Distributions of income from operations (the “Operating Proceeds”) hereunder shall be made to the Members in accordance with Section 5.5(b) hereof at such time and in such amounts as may be determined by the Board. In this regard, the Board may take into account such matters as the repayment of obligations to creditors for actual out of pocket expenses, but specifically excluding legal fees from Prince Lobel Tye, LLP, its partners, associates, affiliates, subsidiaries, successors and/or assigns and the setting aside of amounts to be retained by the Company for any purpose, including the conduct of the Company’s business affairs. Distributions may be made in cash or in other property, as reasonably determined by the Board. Distributions other than in cash shall be valued as reasonably determined by the Board.

(b) Priorities. All distributions hereunder shall be made in the following order:

(i) First, 100% to the Class B Members (in proportion to their Percentage Interests of that Class), to repay and return the Class B Members’ Capital Contributions until the distribution to each Class B Member is equal on a cumulative basis to such Member’s unreturned Capital Contributions.

(ii) Second, 100% to the Class C Members (in proportion to their Percentage Interests of that Class), to repay and return the Class C Members’ Capital Contributions until the distribution to each Class C Member is equal on a cumulative basis to such Member’s unreturned Capital Contribution.

(iii) Thereafter, to each Member in proportion to their Percentage Interests.

(c) Distributions of Capital Event Proceeds. Distributions of Capital Event Proceeds shall be made to the Members in accordance with Section 5.5(b) at such times and in such amounts as the Board may approve. Capital Event Proceeds shall be distributed to Members in cash or in other property as reasonably determined by the Board. Distributions other than in cash shall be valued as reasonably determined by the Board. Capital Event Proceeds shall not be used to purchase or manage any new or existing property(ies).

(d) Tax Distributions to Members. Notwithstanding the other provisions of this Agreement, to the extent funds are available, the Board shall make distributions to the Members from time to time with respect to any taxable year in an amount to pay when due any federal, state and local income taxes imposed on such Members, calculated using the Assumed Tax Rate, that is attributable to the cumulative taxable income allocated to the Members under this Agreement. Tax distributions pursuant to this Section 5.5(d) shall not be made with respect to the year in which the Company liquidates. Tax distributions made hereunder shall be treated as an advance on other distributions to which a Member is entitled in respect of such Member's Units, and shall therefore reduce the amount of other distributions payable to that Member under this Agreement in respect thereof.

(e) Prohibited Distributions. Notwithstanding anything to the contrary contained herein, the Company shall not make any distribution to the Member if such distribution would violate the Act or other applicable law.

5.6 Withholding Taxes. The Company is authorized to withhold from distributions to the Members, and to pay over to a federal, state or local government, any amounts required to be withheld pursuant to the Internal Revenue Code of 1986, as amended, or any other provisions of any other federal, state, local or foreign law. Any amounts so withheld shall be treated as having been distributed to the Members pursuant to Section 5.3 for all purposes of this Agreement.

5.7 Condition to Distributions. At any time or from time to time, and prior to making any distributions, the Board may request from any Member or other Person receiving a distribution an affidavit or other evidence that such Person is not a "foreign person" within the meaning of Code Section 1445 or Code Section 1446. If such Person does not provide such affidavit or other evidence in form and content reasonably satisfactory to the Members within 30 days after such request, the Board may withhold and pay over to the IRS such portion of such Person's distribution as may be necessary to comply with Code Section 1445 or Code Section 1446, and any amount so withheld and paid over shall be treated as a distribution to such Person at the time it is paid over to the IRS.

5.8 Creditor Status. No Member shall have the status of, or be entitled to any remedies available to, a creditor of the Company with respect to any distribution to which such Member may become entitled.

## **ARTICLE VI** **ACCOUNTING REPORTS**

6.1 Accounting Period. The Company's accounting period shall be the calendar year.

6.2 Records, Audits and Reports. The Board shall maintain records and accounts of all operations and expenditures of the Company at the Company's principal place of business as set forth in Section

2.4 hereof. At a minimum, the Company shall keep at its principal place of business (and, at the request of a Member, shall deliver to such Member by electronic mail) the following records:

(a) A copy of the Certificate of Formation of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any articles of amendment have been executed;

(b) Copies of the Company's federal, state, and local income tax returns and financial statements for the six most recent years, or, if such returns or statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for such period. Tax returns and financial statements shall be prepared by an accountant selected by the Board.

(c) Copies of the Company's current effective written Operating Agreement and all amendments thereto and copies of any written operating agreements no longer in effect.

(d) A writing setting forth the amount of cash, if any, and a statement of the agreed value of other property or services contributed by each Member and the times at which or the events upon the happening of which any additional contributions are to be made by each Member;

(e) A writing stating events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up;

(f) Other writings, if any, prepared pursuant to a requirement in this Operating Agreement or prepared according to requirements of the Act.

## **ARTICLE VII** **TRANSFERABILITY**

### **7.1    Transfers Generally.**

(a) No Member shall have the right to Transfer all or any of its Units except in accordance with this Article VII.

(b) Notwithstanding anything in the Agreement to the contrary, all transfers of Units or Economic Interests to a current Member, an Affiliate or to a Family Member can be undertaken without restriction; provided that as a condition to recognizing the effectiveness and binding nature of any such sale or gift as against the Company or otherwise, and substitution of a new Member, the Board may require the Transferring Member and the proposed Transferee to execute, acknowledge and deliver to the Board such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Board may deem necessary or desirable to:

(i) constitute such Transferee as a Member;

(ii) assure that the Transferee qualifies as a Member under Section 3.1;

(iii) confirm that the Transferee has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member);

(iv) preserve the Company after the completion of such Transfer or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(v) maintain the status of the Company as a partnership for federal tax purposes; and

(vi) assure compliance with any applicable state and federal laws including securities laws and regulations.

(c) Any Transfer of a Unit or admission of a Member in compliance with this Article VII shall be deemed effective as of the last day of the calendar month in which the Board consent thereto was given.

(d) The Transferring Member hereby indemnifies the Company, the Board and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits and reasonable accounting and legal expense) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Section 7.1.

## 7.2 Right of First Refusal Upon Involuntary Withdrawal.

(a) In the event that any Member (a “Withdrawing Member”) shall suffer an Event of Withdrawal, then in addition to the other requirements and limitations set forth in this Agreement, the legal representatives of the Withdrawing Member (“Representatives”) shall give written notice within ninety (90) days of the occurrence of such event (the “Withdrawal Notice”) to the other Members of the withdrawal of the Withdrawing Member.

(b) For a period of ninety (90) days after the receipt by the Members of the Withdrawal Notice, the Members shall have an option to purchase (“Option”) all, but not less than all, of the Withdrawing Member’s Units in the Company (“Abandoned Interest”), on the terms and conditions set forth below in subparagraphs (c) and (d).

(c) The Option granted in this Section to the Members must be exercised by notice within said ninety (90) day period. If and to the extent that the Members do not exercise their right to purchase the Abandoned Interest in its entirety, the Economic Interest represented by the Abandoned Interest and right to request admission as a substitute Member shall pass to the authorized legal representative(s) of the Withdrawing Member by operation of law, but subject, nevertheless, to the provisions of Section 7.1(b) hereof.

(d) The purchase price for the Abandoned Interest (“Abandoned Interest Purchase Price”) shall be the Fair Market Value of the Abandoned Interest as determined by an appraiser selected by the Board. The value of the Abandoned Interest shall be determined as of the date of the Event of Withdrawal, unless otherwise mutually agreed by the Company and the legal representatives of the Withdrawing Member. The cost of the appraisal shall be paid by the Company. The Abandoned

Interest Purchase Price shall be paid in cash by wire transfer of immediately available funds or by certified or bank treasurer's check upon the transfer of the Abandoned Interest.

### 7.3 Preemptive Rights Upon Sale of Class C Units.

(a) Preemptive Rights. In the event that the Company shall determine that it is appropriate to sell and issue Class C Units as provided herein, the Company shall first grant Nicole Modica the right to purchase, at her option, such additional units upon the same terms and conditions set forth herein, and if she shall choose not to purchase such additional units, then the Company shall grant each Member the right (the "Preemptive Right") to purchase, at the Member's option, such additional Units upon the same terms and conditions set forth herein on the following terms:

(b) The Company shall give each Member written or electronic notice (the "Preemptive Notice") of any proposed issuance of Units. Upon receipt of Preemptive Notice, the Member may exercise its Preemptive Right, in whole or in part, by delivering written notice or electronic notice of its irrevocable election of the number of Units it wishes to purchase (an "Election Notice") to the Company no later than ten (10) days after receipt of such Preemptive Notice (the "Election Period", the calculation of such period shall not include the date that the Preemptive Notice is received by the Member). If the Member notifies the Company that it does not wish to exercise its Preemptive Right or fails to give any notice to the Company by the expiration of such 10-day period, the Company may consummate the proposed issuance of additional Units without further participation of the Member. Failure of the Member, at any time, to exercise its Preemptive Right hereunder with respect to any proposed issuance of additional Membership Interests shall not result in a waiver of the Member's right to exercise its Preemptive Right thereafter with respect to any other proposed issuance of additional Membership Interests.

(c) No later than five (5) Business Days following the expiration of the Exercise Period, the Company shall notify each Member in writing of the number of Class C Units that each Member has agreed to purchase (including, for the avoidance of doubt, where such number is zero) (the "Allotment Notice"). Except if Nicole Modica purchases such additional Class C Units as described in this Subsection (a) of this Section, then if the Members in the aggregate have elected to purchase more of the Class C Units to be available for sale, then each Member that has elected to do so shall be entitled to purchase at least its Pro Rata Portion, and those electing to purchase more than its Pro Rata Portion shall be allocated the right to purchase any remaining available Units in proportion to the others who have elected to purchase more than its Pro Rata Portion.

(d) If a Member delivers an Election Notice to the Company, the Company shall take all actions necessary to issue Class C Units to the Member in accordance with the provisions of this Section simultaneously with the consummation of the proposed issuance of the additional Class C Units provided the Member(s) duly tender the required consideration.

7.4 Tax Limitation. Notwithstanding anything to the contrary contained herein, no Transfer of, or Lien on, any interest in the Company shall be permitted if such Transfer or Lien would cause the Company to be treated as an association taxable as a corporation for U.S. federal income tax purposes, including pursuant to Section 7704 of the Internal Revenue Code of 1986, as amended.

7.5 Holder of Record. The Company shall be entitled to treat the record owner of Units as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other



property made in good faith to such owner until such time as (i) a written assignment of such Units has been received and accepted by the Company in accordance with the terms and conditions set forth in this Agreement and (ii) the transferee has been admitted as a Member of the Company pursuant to Section 7.1(b) of this Agreement. In the absence of the substitution (as provided herein) of a Member for an assigning or transferring Member, any payment to a Member or any trustee in bankruptcy in accordance with the terms of this Agreement shall acquit the Company and any other Member of all liability to any other persons or entities who may be interested in such payment by reason of any purported assignment or transfer of such Member. In addition to and not in limitation of any other legal or equitable remedies which it may have, the Company and any of its Members may enforce its rights hereunder by actions for specific performance.

## **ARTICLE VIII**

### **BOOKS, ACCOUNTING AND TAX TREATMENT**

8.1 Books and Records; Accounting. The Board shall keep or cause to be kept at the address of the Company (or at such other place as the Board shall determine (in its sole discretion) true and complete books and records regarding the status of the business and financial condition of the Company.

8.2 Financial Statements. The Company will send to all Members not more than 90 days after the end of each Fiscal Year an audited financial report including a balance sheet and statements of income, changes in Member's equity and changes in cash flows, prepared in accordance with accounting principles used to prepare the Company's federal income tax return and a statement for each Member of its Capital Account. In addition, within 60 days after the end of each calendar quarter the Company will provide its members with unaudited financial statements and other information.

8.3 Tax Treatment. The Members intend for the Company to be considered a partnership for Federal income tax purposes and agree that the Company will be governed by the provisions of Subchapter K of the Code and the applicable Treasury Regulations promulgated thereunder. The Members are aware of the income tax consequences of the allocations made by Article V and hereby agree to be bound by the provisions of Article V in reporting their shares of Company Profit and Losses for income tax purposes. The Board will undertake any and all actions necessary under the Code and the Regulations to ensure that the Company will be classified as a partnership for Federal income tax purposes and will file or cause to be filed any elections that may be required (but only if required) under the Code and the Regulations in order to ensure that the Company will be classified as a partnership for Federal income tax purposes.

8.4 Tax Returns and Other Elections.

(a) Preparation and Filing. The Board shall cause the preparation and timely filing of all returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the each Member as soon as practical after the end of the Company's fiscal year but in any event not more than 90 days after the end of each Fiscal Year. The tax information provided to each Member shall include, without limitation, such Member's federal tax Schedule K-1.

(b) Tax Elections. Robert Hoffman is hereby authorized to make elections and prepare and file returns regarding any federal, state or local tax obligations of the Company, and to serve as the “Partnership Representative” of the Company for purposes of Section 6231(a)(7) of the Code, with power to manage and represent the Company in any administrative proceeding of the Internal Revenue Service in his sole discretion, provided that he shall make any tax election requested by the remaining Members holding a Majority Interest if such election does not materially increase the tax obligations of any other Member.

## **ARTICLE IX** **DISSOLUTION**

9.1 Duration and Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

- (a) the sale of all or substantially all of the assets of the Company;
- (b) the unanimous determination by the Board to dissolve the Company; and
- (c) the entry of a decree of judicial dissolution under Section 44 of the Act.

The Company shall not be dissolved or otherwise terminated by reason of any Member Bankruptcy, and the Company shall continue its existence as a limited liability company upon, during and following any Member Bankruptcy.

9.2 Winding Up. Subject to the provisions of the Act and, unless otherwise required by law, the Board shall have the right to wind up the Company’s affairs in accordance with Section 45 of the Act (and shall promptly do so upon dissolution of the Company in accordance with Section 43 or 44 of the Act) and shall also have the right to act as or appoint a liquidating trustee in connection therewith.

9.3 Distribution of Assets. Upon the winding up of the Company, once the Company has made payment of, or adequate provisions for, the debts, expenses and obligations of the Company, the remaining assets of the Company shall be distributed to the Members in accordance with Section 5.5(b).

9.4 Cancellation of Certificate. Upon the completion of the winding up of the Company and the distribution of the Company’s assets, the Company shall be terminated and the Board shall cause the Company to execute and file a Certificate of Cancellation in accordance with Section 14 of the Act.

9.5 Member Resignation. Except in the case of a Transfer of its Units to a new Member in accordance herewith, a Member may not resign from the Company or otherwise disassociate itself from the Company without the consent of the Board.

## **ARTICLE X** **EXCULPATION AND INDEMNIFICATION**

10.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or obligation or duty at law or in equity, none of (i) the Board, (ii) the Members or (iii) any of their respective officers, directors, stockholders, partners, members, employees, representatives or

agents, or (iii) any director, officer, employee, or representative, or any agent of the Company or any of its affiliates (each individually, an “Indemnified Person” and collectively, the “Indemnified Persons”) shall be liable to the Company or any other Person for any act or omission (in relation to the Company, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by an Indemnified Person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Indemnified Person by this Agreement, provided that such act or omission does not constitute fraud, willful misconduct, bad faith or gross negligence.

10.2 Indemnification. To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless each of the Indemnified Persons from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs (a “Claim”). An Indemnified Person shall not be entitled to indemnification under this Section 10.2 with respect to any claim, issue or matter in which it has engaged in fraud, willful misconduct, bad faith or gross negligence. The Company shall advance to any Indemnified Person reasonable attorneys’ fees and other costs and expenses incurred in connection with the defense of any such Claim if the Indemnified Person agrees in writing before any such advancement that he will reimburse the Company for such fees, costs and expenses to the extent that it is determined that he was not entitled to indemnification under this Section 10.2.

10.3 Exclusions. The Company will not be liable to pay any Covered Loss or Covered Expense (an “Excluded Claim”):

- (a) For which payment is actually made to or on behalf of the Indemnified Person under such Members’ and Boards’ liability insurance policy as may be maintained by the Company (except for any deductible under, or excess beyond the amount covered by, such insurance);
- (b) For which the Indemnified Person is otherwise indemnified or reimbursed;
- (c) With respect to a Proceeding in which a final judgment or other final adjudication determines that the Indemnified Person is liable to the Company for breach of fiduciary duty by such person; or
- (d) If a final judgment or other final adjudication determines that such payment is unlawful.

10.4 Notice to Company; Insurance. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the Company under this Article X, notify the Company of the commencement thereof. If, at the time of the receipt of such notice, the Company has any Members’ and Boards’ liability insurance in effect, the Company will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Company will thereafter take all necessary or desirable action to cause such insurer to pay, on behalf of the

Indemnified Person, any and all Covered Loss and Covered Expense payable as a result of such Proceeding in accordance with the terms of such policies.

#### 10.5 Indemnification Procedures.

(a) Payments on account of the Company's indemnity against Covered Loss will be subject to the Company's first determining that the Covered Loss results from a claim which is not an Excluded Claim. Such a determination will be made by a majority vote of the Board not at the time parties to the Proceeding. The determination required by this Section 10.5(a) will be made within 60 days of the Indemnified Person's written request for payment of a Loss, and if it is determined that the Covered Loss is not an Excluded Claim payment will be made forthwith thereafter.

(b) Payment of an Indemnified Person's Covered Expenses in advance of the final disposition of any Proceeding will be made within 20 days of the Indemnified Person's written request therefor. From time to time prior to the payment of Covered Expenses the Company may, but is not required to, determine (in accordance with Section 10.5(a) whether the Covered Expenses claimed may reasonably be expected, upon final disposition of the Proceeding, to constitute an Excluded Claim. If such a determination is pending, payment of the Indemnified Person's Covered Expenses may be delayed up to 60 days after the Indemnified Person's written request therefor, and if it is determined that the Covered Expenses are not an Excluded Claim, payment will be made forthwith thereafter.

10.6 Settlement. The Company will have no obligation to indemnify the Indemnified Person under this Article X for any amounts paid in settlement of any Proceeding effected without the Company's prior written consent. The Company will not unreasonably withhold or delay its consent to any proposed settlement. The Company may consent to a settlement subject to the requirement that a determination thereafter will be made as to whether the Proceeding involved an Excluded Claim or not.

10.7 Rights Not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under the Act, any agreement, vote of Members or of the disinterested Manager(s) or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such position or office, and shall continue after the Indemnified Person ceases to serve the Company in an official capacity.

#### 10.8 Enforcement.

(a) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Section 10.5.

(b) In the event that any action is instituted by the Indemnified Person under this Article X to enforce or interpret any of the terms of this Article X, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

10.9 Successors and Assigns. This Article X will be (a) binding upon all successors and assigns of the Company (including any transferee of all or substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person. If the Company sells or otherwise transfers all or substantially all of its assets to a third party, the Company will, as a condition of such sale or other transfer, require such third party to assume and perform the obligations of the Company under this Article X.

10.10 Amendment. No amendment of this Article X will be effective as to an Indemnified Person without such Indemnified Person's written consent.

10.11 Acceptance by Indemnified Person. This Article X will apply, and the benefits hereof will be available, to each Member and Manager(s), of the Company who by accepting a respective position and serving on behalf of the Company will be deemed to have accepted the provisions of this Article X and to have agreed to abide by the terms contained herein.

## **ARTICLE XI** **MISCELLANEOUS**

11.1 Power of Attorney. Each Member does hereby irrevocably constitute and appoint the Board and any Person which becomes an additional or substituted Manager, and any of the foregoing acting alone, in each case with full power of substitution, its true and lawful agent and attorney-in-fact, with full power and authority in its name, place, and stead, to make, execute, acknowledge, swear to, attest, seal, deliver, file, register, and record such documents and instruments as may be necessary, convenient, or advisable, in the sole discretion of any such attorney-in-fact, to carry out the provisions of this Agreement, including (a) such amendments to this Agreement and the Certificate as are necessary, convenient, or advisable as are described below or to admit to the Company any additional or substituted Member or an additional or substituted Manager in accordance with the terms and provisions of this Agreement, (b) such documents and instruments as are necessary to cancel the Certificate, (c) an amended Certificate reflecting the terms of this Agreement, (d) all certificates and other instruments deemed necessary, convenient, or advisable by the Board to permit the Company to become or to continue as a limited liability company wherein the Members have limited liability in the jurisdictions where the Company may be doing business, (e) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company, and (f) all other instruments which may be required or permitted by law to be filed on behalf of the Company. The foregoing power of attorney is coupled with an interest and shall be irrevocable and survive the death, dissolution, bankruptcy, or incapacity of any Member.

11.2 Title to Company Property. All Company Property shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property. The Company may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more trusts, corporations, individuals or other entities. Any property held by a nominee trust for the benefit of the Company shall, for purposes of this Agreement, be treated as if such property were directly owned by the Company.

11.3 Amendments of the Agreement. Amendments to this Agreement may be made from time to time upon the approval of the Board and a Majority of Members, except that no amendment may amend Section 4.8 or 5.5, eliminate any Member's or Class of Members' rights to consent or approve any action of the Company, or reduce any class of Units' share of the Company's Profits, Losses or

distributions without the consent of the adversely affected Members. However, the Board may amend this Agreement without the approval of the Members to (i) reflect changes validly made in the ownership of Units or Economic Interests and the Capital Contributions of the Member, (ii) reflect a change in the name of the Company, (iii) make any change that is necessary to cure any ambiguity, to correct or supplement any provision of this Agreement that would be inconsistent with any other provision contained herein, in each case so long as such change does not adversely affect any Members in any material respect, and (iv) make a change that is necessary or desirable to satisfy any requirements, conditions, or guidelines in any opinion, directive, order, statute, ruling or regulation of any federal, state or local governmental entity so long as such change is made in a manner which minimizes any adverse effect on the Members.

11.4 Successors, Counterparts. This Agreement (i) shall be a legal, valid and binding agreement of the Company and the Members enforceable against the Company and each Member in accordance with its terms and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

11.5 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that such Member has or may have to maintain any action for partition with respect to the property of the Company.

11.6 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principles of conflict of laws thereof. In particular, this Agreement shall be construed to the maximum extent possible to comply with all the terms and conditions of the Act. Each Member hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Boston, Massachusetts in connection with any matter or dispute relating to or arising under this Agreement or relating to the affairs of the Company. Further, each of the parties to this Agreement hereby waives any and all rights such party may have to a trial by jury in connection with any such matter or dispute.

11.7 Severability. If it shall be determined by a court of competent jurisdiction that any provisions or wording of this Agreement shall be invalid or unenforceable under the Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and, in the event such term or provisions cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable terms or provisions. If it shall be determined by a court of competent jurisdiction that any provision relating to the distributions and allocations of the Company or to any expenses payable by the Company is invalid or unenforceable, this Agreement shall be construed or interpreted so as (i) to make it enforceable or valid and (ii) to make the distributions and allocations as closely equivalent to those set forth in this Agreement as is permissible under applicable law.

11.8 Integration. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understanding pertaining thereto. No covenant shall affect or be deemed to interpret, change or restrict the express provisions hereof.

11.9 Filings. Following the execution and delivery of this Agreement, the Board shall promptly prepare or cause to be prepared any documents required to be filed and recorded under the Act and shall promptly cause each such document to be filed and recorded in accordance with the Act and, to the extent required by applicable law, to be filed and recorded or notice thereof to be published in the appropriate place in each jurisdiction in which the Company may hereafter establish a place of business. The Board shall also promptly cause to be filed, recorded and published such statements of fictitious business name and any other notices, certificates, statements or other instruments required by any provision of any applicable law of the United States or any state or other jurisdiction which governs the conduct of its business from time to time.

11.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof.

11.11 Additional Documents. The Members agree to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

11.12 Notices. All notices, requests and other communications shall be in writing (including facsimile or similar writing) and shall be given to the Members (and any other Person designated by any Member) at its address or facsimile number set forth in his, her or its Subscription for the Units or such other address or facsimile number as such Member may hereafter specify for the purpose by notice. Each such notice, request or other communication shall be effective (a) if given by facsimile, when transmitted to the number specified pursuant to this Section 11.12 and the appropriate confirmation is received, (b) if given by mail, 72 hours after such communication is deposited in the mails with first-class postage prepaid, addressed as aforesaid, or (c) if given by any other means, when delivered at the address specified pursuant to this Section 11.12.

11.13 Waivers. The failure of any party to seek redress for violation of or to insist upon strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.14 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

11.15 Separate Counsel. Each Member has been represented by legal counsel chosen by such Member in connection with the negotiation, documentation, execution and delivery of this Agreement.

*[Signatures are on the following pages]*

IN WITNESS WHEREOF, the undersigned have duly executed this Operating Agreement of East Boston Local Roots LLC as of the date first above written.

**Managers:**

/s/ Nicole Modica  
Nicole Modica

/s/ Lorraine Curry  
Lorraine Curry

/s/ Tracy Glissman  
Tracy A. Glissman

**Class A Members**

/s/ Nicole Modica  
Nicole Modica

/s/ James Schena  
James A. Schena, Jr.

/s/ Salvatore LaMattina  
Salvatore LaMattina

/s/ Karolina Chorvath  
Karolina Chorvath

/s/ Tracy Glissman  
Tracy A. Glissman

**Class B Member:**

East Bennington LLC

By: /s/ Lorraine Curry  
Lorraine Curry, its Manager

***SIGNATURE PAGE TO EAST BOSTON LOCAL ROOTS LLC OPERATING AGREEMENT***



**EAST BOSTON LOCAL ROOTS, LLC**

**EXHIBIT A**

**Cap Table**

Members Name	Class A Units	Class B Units	Class C Units	Total
Karolina Chorvath	1125			1125
Tracy Glissman	1125			1125
Nicole Modica	1175		2306	3481
Sal LaMattina	500			500
James A. Schena, Jr.	1175			1175
East Bennington LLC	0	4900		4900
Total	5100	4900	2306	12306



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001366119

1. The exact name of the limited liability company is: EAST BOSTON LOCAL ROOTS LLC

**2a. Location of its principal office:**

No. and Street: 1006 BENNINGTON STREET  
 City or Town: EAST BOSTON State: MA Zip: 02128 Country: USA

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

No. and Street: 1006 BENNINGTON STREET  
 City or Town: EAST BOSTON State: MA Zip: 02128 Country: USA

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

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC SHALL BE HOLDING INTEREST I  
 N OTHER ENTITIES THAT ENGAGE IN THE CULTIVATION, TRANSPORTATION AND DISTRIBU  
 TION OF CANNABIS, TO THE EXTENT PERMITTED AND IN ACCORDANCE WITH MASSACHU  
 SETTS LAW, AND ANY OTHER BUSINESS IN WHICH A MASSACHUSETTS LIMITED LIABILITY  
 COMPANY IS AUTHORIZED TO ENGAGE. THE LLC WILL NOT ENGAGE IN ANY ACTIVITY RE  
 QUIRING THE APPROVAL AND ENDORSEMENT OF THE DEPARTMENT OF PUBLIC HEALTH O  
 R THE CANNABIS CONTROL COMMISSION UNTIL SUCH AUTHORIZATIONS HAVE BEEN REC  
 EIVED.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: JANE T ENGLAND  
 No. and Street: PRINCE LOBEL TYE LLP  
ONE INTERNATIONAL PLACE, SUITE 3700  
 City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	LORRAINE CURRY	72 LUBEC STREET, #23 EAST BOSTON, MA 02128 USA
MANAGER	TRACY MONTERISI GLISSMAN	211 CARRIAGE DRIVE SOUTH WINDSOR, CT 06074 USA

MANAGER	NICOLE MODICA	1008 BENNINGTON STREET, 4B EAST BOSTON, MA 02128 USA
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**7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.**

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	NICOLE MODICA	1008 BENNINGTON STREET, 4B EAST BOSTON, MA 02128 USA
REAL PROPERTY	LORRAINE CURRY	72 LUBEC STREET, #23 EAST BOSTON, MA 02128 USA
REAL PROPERTY	TRACY MONTERISI GLISSMAN	211 CARRIAGE DRIVE SOUTH WINDSOR, CT 06074 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 29 Day of January, 2019,**  
**LORRAINE CURRY**

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

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 29, 2019 11:03 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

Charles D. Baker  
GOVERNOR  
Karyn E. Polito  
LT. GOVERNOR



343595849

Rosalin Acosta  
SECRETARY  
Richard A. Jeffers  
DIRECTOR

East Boston Local Roots LLC  
1006 BENNINGTON ST  
EAST BOSTON, MA 02128-1138

EAN: 22194158  
April 27, 2021

Certificate Id:47496

The Department of Unemployment Assistance certifies that as of 4/27/2021 ,East Boston Local Roots LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance



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

William Francis Galvin  
Secretary of the  
Commonwealth

April 22, 2021

TO WHOM IT MAY CONCERN:

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

**EAST BOSTON LOCAL ROOTS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 29, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are:  
**LORRAINE CURRY, TRACY MONTERISI GLISSMAN, NICOLE MODICA**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **LORRAINE CURRY, TRACY MONTERISI GLISSMAN, NICOLE MODICA**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **LORRAINE CURRY, TRACY MONTERISI GLISSMAN, NICOLE MODICA**



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



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

mass.gov/dor

Letter ID: L0289949504  
Notice Date: May 10, 2021  
Case ID: 0-001-159-027



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



EAST BOSTON LOCAL ROOTS LLC  
1006 BENNINGTON ST  
EAST BOSTON MA 02128-1138

### ***Why did I receive this notice?***

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

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

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

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



EAST BOSTON

**LOCAL ROOTS**

**Executive Summary Business Plan**

**April 20, 2021**





EAST BOSTON

LOCAL ROOTS



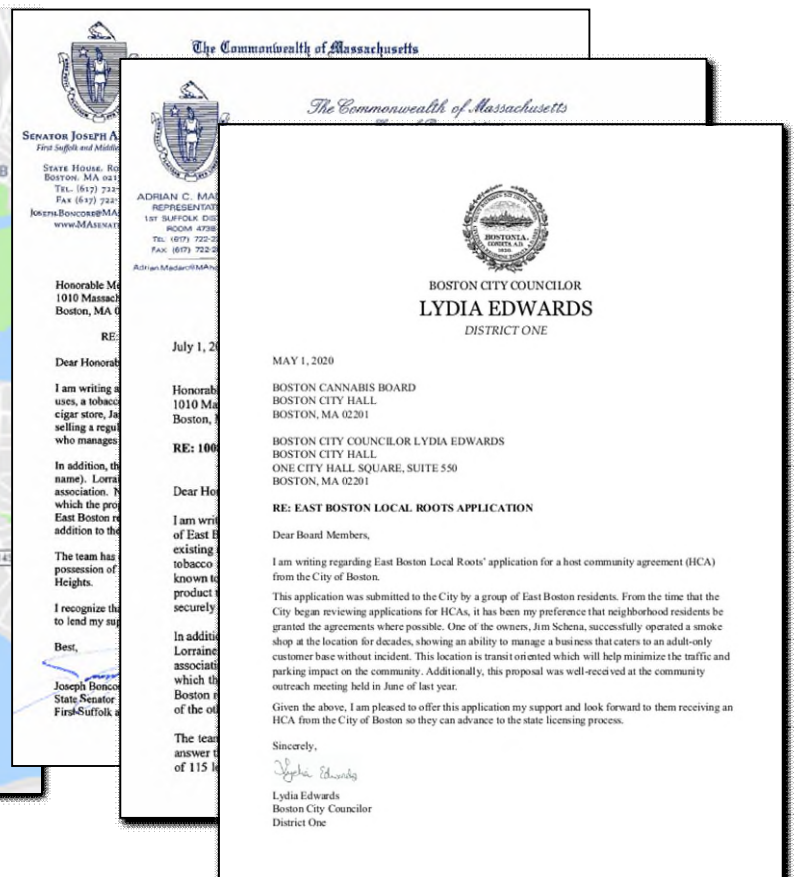
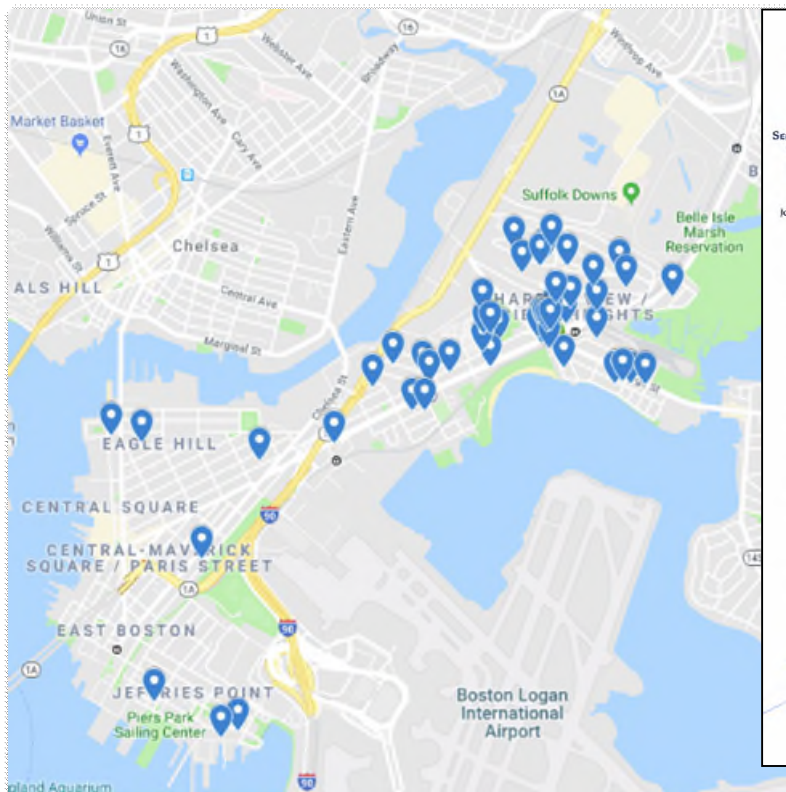
ENGAGE. EDUCATE. EXCEED

## I. Our Mission

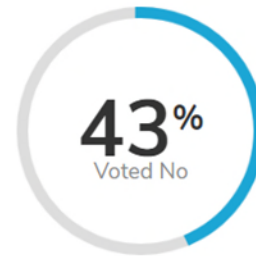
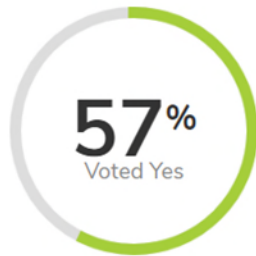
Inspired by East Boston residents, our mission is to provide a wide variety of locally sourced quality products, while ensuring that each customer has a safe and rewarding experience. We pride ourselves on the local roots it brings to this cannabis establishment. These local roots help to ensure that the team, and facility, exceeds expectations by providing a beneficial service to its customers and the community.

## II. Community Support

East Boston Local Roots LLC (the “**Company**”) has received over 120 letters of support, including letters of support from the area elected officials:



East Boston is also a Yes community with 57% of the population voting yes on Question 4 in the November 2016 election:



Question 4 Election Results  
East Boston

### III. Executive Team



**Nicole Modica (Managing Member)**: Nikki and her family have deep ties to East Boston and own the building in which the proposed dispensary will be located.



**Tracy Glissman (Managing Member)**: Tracy lived in the building in which the proposed dispensary will be located, for several years, while working at the Don Orione nursing home on Orient Ave. Her grandfather, Sergio Monterisi, grew up on Cottage Street.



**Lorraine Curry (Managing Member)**: Lorraine is a life-long resident of East Boston, and is an active member of the Gove Neighborhood Association.



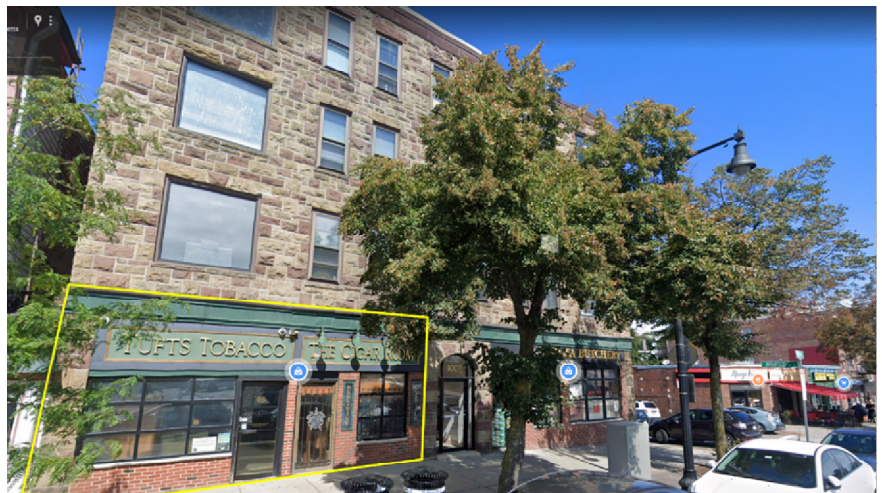
**James Schena, Jr. (Chief Operating Officer)**: Jimmy has operated the Tufts Tobacco store located at 1006 Bennington, for over two decades. His experience operating within a highly regulated industry is critical to the company's successful implementation of its plans.

#### IV. Project Overview

The Company has identified 1006 Bennington Street (the “**Property**”) as an ideal location in which to establish its proposed Facility. The Property is located in the NS zoning district and pursuant to Article 53, Section 11 of the Ordinance, the use of the Property for the Facility is a permitted use, subject to the granting of a Conditional Use Permit from the Zoning Board, a license from the Board, and the execution of a Host Community Agreement with the City.



The Property is currently improved by a 9,000 square foot building (the “**Building**”) and the Company proposes to lease, renovate and convert the ground floor of the Building for the proposed Marijuana Retail Establishment (the “**Facility**”). The Company is proposing to utilize approximately 1,350 square feet on the ground floor of the Building and approximately 400 square feet of space in the basement of the Building for its Facility. The Company will make necessary improvements to the Building, including comprehensive state-of-the-art security systems, limited access areas, secure loading and storage areas and high-quality amenities and finishes for its sales floor.



The Property will be made safe and secure through reinforced construction materials and technology, cameras and remote monitoring, and on-site security personnel. The project will include various security and safety equipment and technology, including but not limited to customer entrance protocols and redundant security alarms and controls. In addition, all personnel will undergo extensive background checks and training both before starting and annually. The Facility and operation will fully comply with Massachusetts regulations and guidelines.

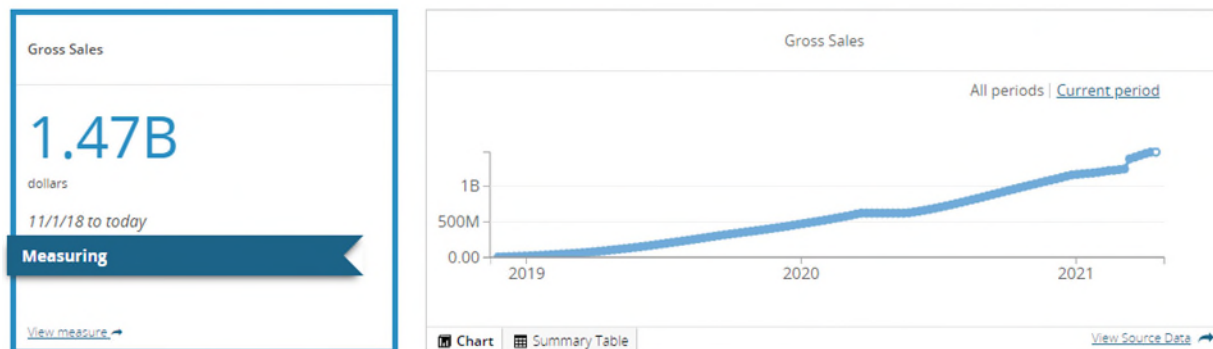


Furthermore, the Property is also ideally located in that it will not adversely impact the character of the neighborhood. The Property is part of an established commercial district in the Orient Heights section of East Boston surrounded by numerous other commercial uses including but not limited to, convenience stores, restaurants, bars, hair and nail salons, barber shops and other various industrial uses, retailers, professional offices, and restaurants, by public transit (via the MBTA Blue Line and Various MBTA Bus routes) or bicycle. The Property is strategically situated in East Boston near the intersection of Saratoga Street and Bennington Street and as such can serve residents and visitors of East Boston and surrounding communities. Furthermore, the Property is located in a business district in Boston, specifically targeted for Cannabis Establishment uses.

## V. Market Overview

Massachusetts cannabis marketplace is thriving. As of April 20, 2021, the Commonwealth's cannabis market has grossed approximately \$1.47 Billion dollars in total gross sales since opening in November of 2018<sup>1</sup>.

### Gross Sales Total Since Retailers Opened



With over 100 marijuana retailers in Massachusetts, and over 30 approved marijuana retailers in the City of Boston, the Company is entering into a competitive marketplace. The Company's success will be defined by its easily accessible location, ties to the local community, quality product offerings and customer service.

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<sup>1</sup><https://opendata.mass-cannabis-control.com/stories/s/Sales-and-Product-Distribution/xwwk-y3zr>

## VI. Financial Overview

The Company is funded by its members and anticipates the following expenses to get operational:

Category	Description	Amount
Architectural	Architectural Package and Renderings	\$25,000.00
Engineering	Site Plans and Surveys	\$2,500.00
Website	Logo Design, Website Design and Maintenance	\$10,000.00
Security	Security Consulting	\$12,500.00
Legal	Entity Formation, Real Estate and Licensing Work	\$50,000.00
Marketing	Community Memberships, Donations and Support	\$2,500.00
Marketing	Initial Marketing Budget	\$10,000.00
Licensing Fees	CCC Filing Fees	\$15,000.00
Construction	Demolition	\$47,000.00
Construction	Buildout	\$550,000.00
Operations	Start up Employee Salaries	\$75,000.00
Operations	Initial Product Purchase	\$250,000.00
<b>TOTAL</b>		<b>\$ 1,049,500.00</b>

The Company anticipates the following revenue projections for the first three years of operations:

<b><u>Projected Financials</u></b>				
Year	1	2	3	
Gross Revenue	\$ 10,237,500.00	\$ 10,749,375.00	\$ 11,286,843.75	
COGS	\$ (5,630,625.00)	\$ (5,912,156.25)	\$ (6,207,764.06)	
Expenses	\$ (716,625.00)	\$ (752,456.25)	\$ (790,079.06)	
Tax Payments	\$ (1,704,543.75)	\$ (1,789,770.94)	\$ (1,879,259.48)	
Net Income	\$ 2,185,706.25	\$ 2,294,991.56	\$ 2,409,741.14	



EASTBOS-01

ADENTON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Deland, Gibson Insurance Associates, Inc. 36 Washington Street Wellesley Hills, MA 02481	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (781) 237-1515 <b>FAX (A/C, No):</b> (781) 237-1805 <b>E-MAIL ADDRESS:</b> info@delandgibson.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Admiral Insurance Company <b>INSURER B:</b> MEMIC Indemnity Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  East Boston Local Roots LLC 1006 Bennington Street East Boston, MA 02128	<b>NAIC #</b>  11030

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CA00004662501	9/16/2022	9/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	3102809126	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Orient Arms Realty Trust</b> Attn: Dave Modica 223 Puritan Road Swampscott, MA 01907	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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### **Separating Recreational from Medical Operations**

East Boston Local Roots LLC (the “**Company**”) is only applying for a Marijuana Retailer license at this location. Accordingly, this policy is not applicable.

This policy may also be referred to by the Company as the “**Policy for Separating Recreational from Medical Operations**”.

**Restricting Access to Age 21 and Older**

East Boston Local Roots LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual’s proof of identification at the point of sale and determine that the individual is 21 years of age or older.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued-identification card;
3. A military identification card; or
4. A passport.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.



### Quality Control and Testing for Contaminants

#### Testing of Marijuana

East Boston Local Roots LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

The Company is not proposing to cultivate or produce its own products at this time. The Company intends to obtain all of its products from other duly licensed Marijuana Establishments.

The Company shall ensure that all marijuana and marijuana products sold at its Marijuana Establishment have been tested by an Independent Testing Laboratory that tests the marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*. Testing of the Company’s environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission, as applicable.

The Company shall ensure that all marijuana and marijuana products have been tested for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company's *Transportation Policy* and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

If the Company receives notice that the marijuana or marijuana products it has submitted for testing has failed any test for contaminants, it shall either: (1) re-analyze without remediation; (2) take steps remediate the identified contaminants; or (3) dispose of the marijuana or marijuana product and in any event, all actions shall comply with 935 CMR 500.160(13).

#### Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies (as applicable to its Marijuana Retail License):

- (a) To the extent applicable the Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
  1. Well cured and generally free of seeds and stems;
  2. Free of dirt, sand, debris, and other foreign matter;
  3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
  4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and

5. Packaged in a secure area.

(b) The Company shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
  - i. Maintaining adequate personal cleanliness; and
  - ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;



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**LOCAL ROOTS**

9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
  10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
  11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
  12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
  13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
  14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
  15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
  16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105



CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments.*

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.

**Personnel Policies Including Background Checks**

East Boston Local Roots LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
- (5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
- (6) The Company shall immediately dismiss any Marijuana Establishment agent who has:
  - a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;
  - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002).
- (7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.

- (8) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), as set forth in its *Security Policy*.
- (9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:
  - a. be 21 years of age or older;
  - b. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and
  - c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.
- (10) An application for registration of a marijuana establishment agent shall include:
  - a. the full name, date of birth, and address of the individual;
  - b. all aliases used previously or currently in use by the individual, including maiden name, if any;
  - c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
  - d. an attestation that the individual will not engage in the diversion of marijuana products;
  - e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
  - f. background information, including, as applicable:
    - 1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;
  3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
  4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;
- (b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- (c) any other information required by the Commission.
- (11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems (“DCJIS”) pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information (“CORI”) report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.
- a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
  - b. The Company’s collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).
- (12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent’s registration shall be immediately void when the agent is no longer associated with the Company.





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- (13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
- (14) After obtaining a registration card for a marijuana establishment agent, the Company shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- (15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
- (17) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

### **Personnel Record Keeping**

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);

- b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. 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;
  - e. Documentation of periodic performance evaluations;
  - f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight (8) hour related duty training.
- 3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  - 4. Personnel policies and procedures; and
  - 5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

### **Staffing Plan**

#### Executive Level:

- CEO;
- CFO; and
- COO.

#### Management Level:

- Sales Manager; and



- Security Manager.

#### Staff Level

- Up to fifteen (15) Staff Level Sales Representatives;

#### Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.

### Record Keeping Procedures

East Boston Local Roots LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale SOR electronic tracking system records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:
  - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - ii. Documentation of verification of references;
    - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - v. Documentation of periodic performance evaluations;
    - vi. A record of any disciplinary action taken; and

- vii. Notice of completed responsible vendor training program and in-house training.
- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
- d. Personnel policies and procedures, including at a minimum, the following: (a) code of ethics; (b) whistleblower policy; and (c) a policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
- e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;
- (e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (1) assets and liabilities; (2) monetary transactions; (3) books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records including the quantity, form, and cost of marijuana products; and (5) salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any disciplinary action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.



Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission.

It shall be a policy of the company that any and all records subject to any disciplinary action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the "**Record Retention Policy**".



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## Maintaining of Financial Records

East Boston Local Roots LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  - i. it shall immediately disclose the information to the Commission;

- ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
  - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.



### **Diversity Plan**

East Boston Local Roots LLC (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts. Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

#### **Goals:**

- (1) The Company endeavors to provide job opportunities to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force in Massachusetts is as follows: Women 48.8%, Minorities 20.7%, Persons with Disabilities 12% and Veterans 3.5%<sup>2</sup> and 10% L.G.B.T.Q. +.**
- (2) It shall be a goal of the Company to offer **100% of the Company’s opportunities for advancement to management and executive positions internally**, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.
- (3) It shall be a goal of the Company to ensure that **one hundred percent (100%)** of its employees receive **training on diversity and sensitivity**.

#### **Programs:**

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

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post **monthly notices** for **three (3) months** during the hiring process in

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<sup>2</sup> <https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf>

newspapers of general circulation such as the **Boston Herald** and post a notice at the municipal offices in the **City of Boston** for **three (3) months** during the hiring process. The aforementioned notices will state that the Company is specifically looking for people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, or L.G.B.T.Q. +, to work for the Company.

In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall offer **100% of the Company's opportunities for** advancement internally. Additionally, in an effort to ensure that its staff has opportunities to train for management positions, the Company shall offer **a management training day once a quarter**. This management training day shall be made available to all employees and will allow employees to shadow management and learn how to perform additional duties and responsibilities of management. Additional duties may include, but are not limited to, opening and closing the facility, reviewing inventory and placing orders, staff scheduling requirements and the implementation of certain security and emergency protocols.

All opportunities for management level employment will first be offered internally via notices sent electronically to employees and posted in employee common areas.

- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet **quarterly** to review and assess the Company's hires and hiring practices. **Meeting Minutes** will be provided to the Commission on request and for the Company's annual license renewal application.
- The Company shall require that **one hundred percent (100%)** of its employees receive education on diversity, implicit biases and sensitivity within the **first ninety (90) days of employment and once annually thereafter**. The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

### **Measurements:**

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

- a. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage

diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(8)(k) and this *Diversity Policy*. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of job postings in publications with supporting documentation; and
- v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

The Company affirmatively states that: (1) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

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

### **Employee Qualifications and Training**

East Boston Local Roots LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete minimum training requirements prior to performing job functions.

Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.

Company Training Policies shall be as follows:

1. At a minimum, Company employees shall receive a total of eight (8) hours of training annually, which shall include a minimum of four (4) hours of Responsible Vendor Training (“**RVT**”) program courses established pursuant to 935 CMR 500.105(2)(b). Basic, on-the-job training, provided by the Company in the ordinary course of business, may be counted toward the eight (8) hour total training requirement.
2. Administrative employees that do not handle or sell marijuana are exempt from the four (4) hour RVT training requirement, but may take a RVT program as part of fulfilling the eight (8) hour training requirement.
3. Training shall be tailored to the roles and responsibilities of the job function of each employee.
4. RVT training may be conducted by the Company or by a third-party vendor
5. All agents that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor training program, which shall include the Basic Core Curriculum (as that term is defined in 935 CMR 500.000 *et. seq.*).
6. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete the Basic Core Curriculum training program within ninety (90) days of hire.
7. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
8. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.

9. The Company shall maintain records of compliance with all training requirements for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

The Company shall ensure that the Basic Core Curriculum program offered to its employees includes the following:

- (a) Marijuana's effect on the human body, including:
  - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
  - b. The amount of time to feel impairment;
  - c. Visible signs of impairment; and
  - d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
  - a. How to check identification;
  - b. Spotting and confiscating fraudulent identification;
  - c. Patient registration cards currently and validly issued by the Commission;
  - d. Common mistakes made in verification; and
  - e. Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
  - a. Conduct of marijuana establishment agents;
  - b. Permitting inspections by state and local licensing and enforcement authorities;
  - c. Local and state licensing and enforcement;



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- d. Incident and notification requirements;
  - e. Administrative, civil, and criminal liability;
  - Waste
  - f. Health and safety standards, including waste disposal
  - g. Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
  - h. Permitted hours of sale;
  - i. Licensee responsibilities for activities occurring within licensed premises;
  - j. Maintenance of records, including confidentiality and privacy; and
- (f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

- (a) be 21 years of age or older;
- (b) not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.

### **Energy Compliance Plan**

East Boston Local Roots LLC (the “**Company**”) shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*. The Company will use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the “EOEEA”) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

This policy may also be referred to by the Company as the “**Energy Compliance Policy**”.



## **Diversity Plan**

East Boston Local Roots LLC d/b/a East Boston Cannabis Co. (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts. Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

### **Goals:**

- (1) The Company endeavors to provide job opportunities to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +. The Company is targeting the following demographics for its hiring goals: **Women 50%, Minorities 50%, Persons with Disabilities 10% and Veterans 10% and 10% L.G.B.T.Q. +.** These goals align with East Boston’s demographics as identified in the Boston Planning and Redevelopment Agency’s data map built upon the [2020 Decennial Census and the American Community Survey](#).
- (2) It shall be a goal of the Company to offer **100% of the Company’s opportunities for advancement to management and executive positions internally**, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.
- (3) It shall be a goal of the Company to ensure that **one hundred percent (100%)** of its employees receive **training on diversity and sensitivity**.

### **Programs:**

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

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post **monthly notices** for **three (3) months** during the hiring process in





newspapers of general circulation such as the **East Boston Times Free Press**. The Company shall also work with the **Equal Opportunity Now** organization to promote its job opportunities. The aforementioned notices will state that the Company is specifically looking for people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, or L.G.B.T.Q. +, to work for the Company.

In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall offer **100% of the Company's opportunities for** advancement internally. Additionally, in an effort to ensure that its staff has opportunities to train for management positions, the Company shall offer **a management training day once a quarter**. This management training day shall be made available to all employees and will allow employees to shadow management and learn how to perform additional duties and responsibilities of management. Additional duties may include, but are not limited to, opening and closing the facility, reviewing inventory and placing orders, staff scheduling requirements and the implementation of certain security and emergency protocols.

All opportunities for management level employment will first be offered internally via notices sent electronically to employees and posted in employee common areas.

- As described above, it is a goal of the Company to meet certain diverse hiring goals. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet **quarterly** to review and assess the Company's hires and hiring practices. **Meeting Minutes** will be provided to the Commission on request and for the Company's annual license renewal application.
- The Company shall require that **one hundred percent (100%)** of its employees receive education on diversity, implicit biases and sensitivity within the **first ninety (90) days of employment and once annually thereafter**. The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

### **Measurements:**

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



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

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of job postings in publications with supporting documentation; and
- v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

The Company affirmatively states that: (1) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

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