



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282714
Original Issued Date: 07/20/2022
Issued Date: 07/20/2022
Expiration Date: 07/20/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: 311 Page Blvd LLC

Phone Number: 413-330-2572
Email Address: sgrant@publicpolicylaw.com

Business Address 1: 311 Page Blvd
Business City: Springfield
Business State: MA
Business Zip Code: 01104
Mailing Address 1: 63 Woodcrest Road
Mailing City: Springfield
Mailing State: MA
Mailing Zip Code: 01129

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: 49
Role: Owner / Partner
Percentage Of Control: 49
Other Role:

First Name: Timothy	Last Name: Rooke	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 51	Percentage Of Control: 51	
Role: Owner / Partner	Other Role:	
First Name: John	Last Name: Gallaher	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Timothy	Last Name: Rooke	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$3000	Percentage of Initial Capital: 2
Capital Attestation: Yes			

Individual Contributing Capital 2

First Name: John	Last Name: Gallaher	Suffix:	
Types of Capital: Debt	Other Type of Capital:	Total Value of the Capital Provided: \$250000	Percentage of Initial Capital: 98
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Timothy	Last Name: Rooke	Suffix:
Marijuana Establishment Name: 27 Broom Street LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Feeding Hills	Marijuana Establishment State: MA	

Individual 2

First Name: Timothy	Last Name: Rooke	Suffix:
Marijuana Establishment Name: 27 Broom Street LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Feeding Hills	Marijuana Establishment State: MA	

Individual 3

First Name: Timothy	Last Name: Rooke	Suffix:
Marijuana Establishment Name: 27 Broom Street LLC	Business Type: Marijuana Product Manufacture	

Marijuana Establishment City: Feeding Hills

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 311 Page Boulevard

Establishment Address 2:

Establishment City: Springfield

Establishment Zip Code: 01104

Approximate square footage of the establishment: 7650

How many abutters does this property have?: 52

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 Cert.pdf	pdf	5f3aa0913a4447086ca96949	08/17/2020
Plan to Remain Compliant with Local Zoning	311 Page Plan to Remain Compliant with Local Zoning.pdf	pdf	5f401253233f7b08653822e6	08/21/2020
Community Outreach Meeting Documentation	Final Virtual Community Outreach Package_Redacted.pdf	pdf	5fda4d8c418c5607a11dba32	12/16/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact w letter.pdf	pdf	5fc5572bf867b207bbf0ed8f	11/30/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Timothy

Last Name: Rooke Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role: Executive / Officer

First Name: John

Last Name: Gallaher Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	311 Page Blvd Articles of Organization.pdf	pdf	5cdd7eef69291617ba85ca65	05/16/2019
Bylaws	Operating Agreement 311 Page Blvd LLC.pdf	pdf	5fb2ce26df85ec07dfb8a58b	11/16/2020
Secretary of Commonwealth - Certificate of Good Standing	SoS Certificate 11.30.20.pdf	pdf	5fce756e87f4c7077b610877	12/07/2020
Department of Revenue - Certificate of Good standing	DOR Certificate.pdf	pdf	5fda4dd187f4c7077b6124a9	12/16/2020
Secretary of Commonwealth - Certificate of Good Standing	DUA Attestation.pdf	pdf	5fda4dd6301ec4074f7571f9	12/16/2020

No documents uploaded

Massachusetts Business Identification Number: 001383611

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	311 Page Liability Insurance Plan.pdf	pdf	5cdd8253bbb96513413383bc	05/16/2019
Business Plan	311 Page Business Plan.pdf	pdf	5f4012af3595ff084fed505b	08/21/2020
Proposed Timeline	Proposed Timeline 11.25.20.pdf	pdf	5fc55818728b9907c6dd605b	11/30/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Personnel policies including background checks	Personnel Policies.pdf	pdf	5f4012fcf6d8f5082e4475eb	08/21/2020
Dispensing procedures	Dispensing Procedure.pdf	pdf	5f401307233f7b08653822ef	08/21/2020
Inventory procedures	Inventory Procedures.pdf	pdf	5f40130c7116b407de6540b4	08/21/2020
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5f40130fb18f5e08358c722b	08/21/2020
Quality control and testing	Quality Control and Testing of Product.pdf	pdf	5f4013399fd04f085a9777aa	08/21/2020
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana and Marijuana Products.pdf	pdf	5f40133b9438190840924d4c	08/21/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5f40133c4fa1b607d3b60c83	08/21/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5f40133d3595ff084fed5063	08/21/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5f401359cc687b07b2612c3e	08/21/2020
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5f40135bdaa09e087b89ed60	08/21/2020

Restricting Access to age 21 and older	Restricting Access to Age 21 or Older.pdf	pdf	5f40135c87ec2b07e9c515a0	08/21/2020
Security plan	Security Plan.pdf	pdf	5f40135d233f7b08653822f3	08/21/2020
Separating recreational from medical operations, if applicable	Separating Medical from Recreational Operations.pdf	pdf	5f40135e3a4447086ca97c42	08/21/2020
Energy Compliance Plan	Energy Efficiency.pdf	pdf	5f401af13595ff084fed50a2	08/21/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5f85cde5d4713f079b9276ed	10/13/2020
Diversity plan	311 Page Blvd Diversity Plan RFI.pdf	pdf	5fda4dfb728b9907c6dd91fb	12/16/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 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

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

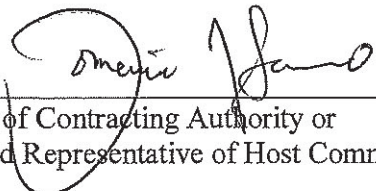
Applicant

I, TIMOTHY ROOKE, (insert name) certify as an authorized representative of 311 PAGE BOULEVARD, LLC (insert name of applicant) that the applicant has executed a host community agreement with CITY OF SPRINGFIELD (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 9/23/19 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Domenic J. Sarno, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for CITY OF SPRINGFIELD (insert name of host community) to certify that the applicant and CITY OF SPRINGFIELD (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 9/23/19 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

Plan to Remain Compliant with Local Zoning

The purpose of this plan is to outline how 311 Page Blvd, LLC (“311 Page”) is and will remain in compliance with local codes, ordinances and bylaws for the physical address of the marijuana establishment at 311 Page Boulevard in Springfield, MA 01104 which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

The property is located in the East Springfield neighborhood in a split zoning district consisting of Industrial A and Business B. The leased premises are approximately 7,650 square feet. 311 Page Blvd, LLC intends to utilize roughly 3,500 square feet to build out the retail store, including limited access areas and such as offices, vaults, and staff-only areas and complying with all City Zoning Ordinances. The floor plan will comply with Section 4.7.114(B)(6) and will not have a gross floor plan, open to the public, in excess of 2,500 square feet. The remaining space will be a multi-use area that we will utilize to help disproportionately impacted populations and residents of Springfield seeking hands-on training in the emerging cannabis industry as discussed in Section VI of this response.

311 Page Blvd, LLC has conducted a zoning analysis for the proposed adult-use retail marijuana establishment for 311 Page Blvd and has determined that the location is compliant with the requirements set forth in Section 4.7.110 of the City Zoning Ordinance. 311 Page Blvd, LLC will adhere to all use requirements set forth under Section 4.7.114 for a retail marijuana establishment. Section 4.7.114(A)(1) encourages marijuana establishments to use existing buildings. 311 Page Blvd, LLC’s proposed location and design will utilize and improve the existing structure and surrounding area at 311 Page Blvd. Section 4.7.114(A)(2) and 935 CMR 500.110(3) prohibits the siting of a marijuana establishment within five hundred (500) feet of a pre-existing public or private school providing education in kindergarten or any grades one through twelve. There are no schools located within five hundred (500) feet of 311 Page Blvd, LLC’s proposed location. In our analysis we determined that the closest school to our location was located over two thousand (2,000) feet away.

Per the requirements of Section 4.7.114(A)(3) the proposed retail establishment is not located inside a building containing resident units. 311 Page Blvd’s proposed location also meets the requirements of Section 4.7.114(A)(4) because it is an adult-use marijuana retailer which may be located within two hundred fifty (250) feet of a resident, a building containing residences or a residential zoning district. Section 4.7.114(A)(8) states “that no adult use marijuana retailer shall be located on a parcel which is fifty (50) feet from a residentially zone property, unless that parcel contains a minimum of 20,000 square feet. Provided further that the adult use marijuana retailer shall be at least fifty (50) feet from the nearest residence”. The proposed location sits on parcel number 094401063, which has a land area of roughly 64,500 square feet thus while it is not required to meet Section 4.7.114(A)(8), the proposed location is roughly 60 feet away from the nearest residential property fully complying with Section 4.7.114(A)(8).

Section 4.7.114(A)(7) states that adult use marijuana retailers shall only be allowed on streets identified on the “Exhibit A” list of the City’s Zoning Ordinance and in certain zoning districts. Page Blvd where the proposed location sits is identified in “Exhibit A” as a street that a marijuana retail establishment may be located on in the Industrial A and/or Business B zoning districts.

311 Page filed a petition with the Springfield City Council for permission to operate an adult use marijuana retailer by way of special permit. 311 Page appeared for a public hearing with

311 Page Blvd, LLC
Application of Intent

the City Council on September 24, 2019 and continued to October 28, 2019. On October 28th it was voted by the City Council to grant a special permit to operate a marijuana establishment at 311 Page Boulevard. This special permit was recorded with the Hampden Registry of Deeds on November 18th, 2019 bk 22957 pg 420 #67667.

In addition to 311 Page remaining compliant with existing Zoning Ordinances; 311 Page will continuously engage with City of Springfield officials to remain up to date with local zoning ordinances to remain fully compliant.

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): 11/19/20
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: 11/5/20
b. Name of publication: REPUBLICAN NEWS PAPER

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: 11/6/20

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: 11/5/20

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



Name of applicant:

311 PAGE BLVD, LLC

Name of applicant's authorized representative:

TIMOTHY ROOKE

Signature of applicant's authorized representative:

Timothy Rooker



Attachment A

DOWN TREES

Call 413-525-4542

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"Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Retail Establishment at 311 Page Blvd., Springfield MA 01104 is scheduled for Thursday, November 19th at 6:00PM EST. The meeting will occur remotely by Zoom. Please use the link below to register for the meeting: <https://us02web.zoom.us/j/84703713674> s/meeting/register/tZAqd-qvrzgsHdAhQkyZtaHG5GUxDqIbDW60

Meeting ID: 847 0371 3674
Passcode: 421049

The purpose for this second Community Meeting is to update the community. Questions may be submitted in advance to 311Page BlvdLLC@gmail.com"
(November 5)

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Attachment B

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Retail Establishment at 311 Page Blvd., Springfield MA 01104 is scheduled for Thursday, November 19th at 6:00PM EST. The meeting will occur remotely by Zoom. Please use the link below to register for the meeting:

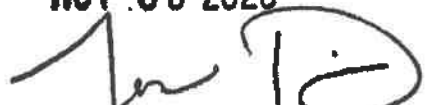
<https://us02web.zoom.us/meeting/register/tZAqd-qvrzgsHdAhQkyZtaHG5GUxDqIbDW60>

Meeting ID: 847 0371 3674
Passcode: 421049

The reason for this meeting is to update the community. If you have any questions please contact Tom Rooke 413-351-5078

CITY CLERK'S OFFICE
SPRINGFIELD, MASS.

NOV 06 2020

A handwritten signature in black ink, appearing to be "Tom Rooke", is written over the date stamp.

Attachment C

094401105

[REDACTED]

094401100

[REDACTED]

094401063

[REDACTED]

061430002

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094400060

[REDACTED]

101150006

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101150093

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101150104

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094400054

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023000018

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101150090

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101150018

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046100068

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101150011

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SPRINGFIELD, MA 01104

094400064

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046100070

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094401058

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<https://us02web.zoom.us/meeting/register/tZAqd-qvrzgsHdAhQkyZtaHG5GUxDqlbDW60>

Meeting ID: 847 0371 3674
Passcode: 421049

The reason for this meeting is to update the community. If you have any questions please contact Tom Rooke 413-351-5078

From: "Pikula, Edward" <epikula@springfieldcityhall.com>
Date: October 30, 2020 at 4:25:16 PM EDT
To: Timothy Rooke

Good afternoon Tim

Following up from my earlier email, I am not able to open the files you attached.

As to a virtual community meeting,

so long as all of the regulatory requirements are met, please consider this email as approval in writing from the Host Community to conduct the Community Outreach Meeting required by 935 CMR 500.101(1)(a)(9) or 935 CMR 501.101(1)(a)(9) and Guidance for Applicants on Community Outreach in accord with the requirements of the CCC under the regulatory conditions it imposes.

Call me if you have any questions.

Edward M. Pikula, Esq.
City Solicitor

City of Springfield
Law Department
36 Court Street, Room 210
Springfield, MA 01103
Phone 413-787-6085
Fax 413-787-6173
epikula@springfieldcityhall.com



Welcome



Neighbors, Friends, and
The East Springfield
Neighborhood Council



Agenda

- Section 1
 - Meet the Team
- Section 2
 - Community Outreach
- Section 3
 - Positive Impact
- Section 4
 - Security Overview
- Section 5
 - Site plan and Concepts
- Section 6
 - Questions and Answers



Section 1: Meet the Team

Tim Rooke

PRINCIPLE

- Springfield native
- STCC Grad 1982
- Axia Insurance Services VP of Development
- Chase, Clarke, Stewart & Fontana, Vice President
- Springfield City Council – 18 years



Meet the Team

John Gallaher

PRINCIPLE

- A native of Ireland and recent local!
- John and his wife have recently moved to Springfield, MA
- John has led a very successful career in retail and real estate development
- Founder of Cursor Properties, which focuses on redeveloping industrial space
- Founder of WeedWrx LLC which develops space in cannabis-friendly communities

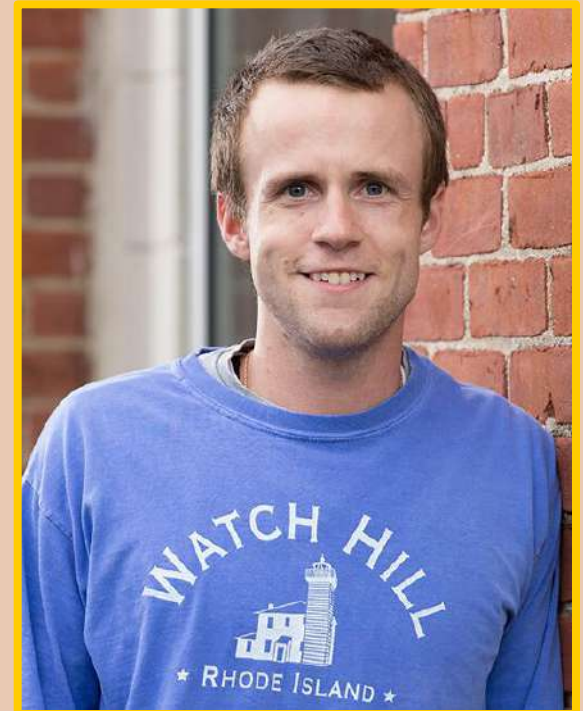


Meet the Team

Tom Rooke

MARKETING COORDINATOR &
COMMUNITY LIAISON

- Springfield native
- Bryant University 2016
- MGM Resorts: Management Associate Program, Las Vegas
- MGM Springfield: Marketing Supervisor, Casino Cage Supervisor
- Marketing, compliance, & regulatory experience

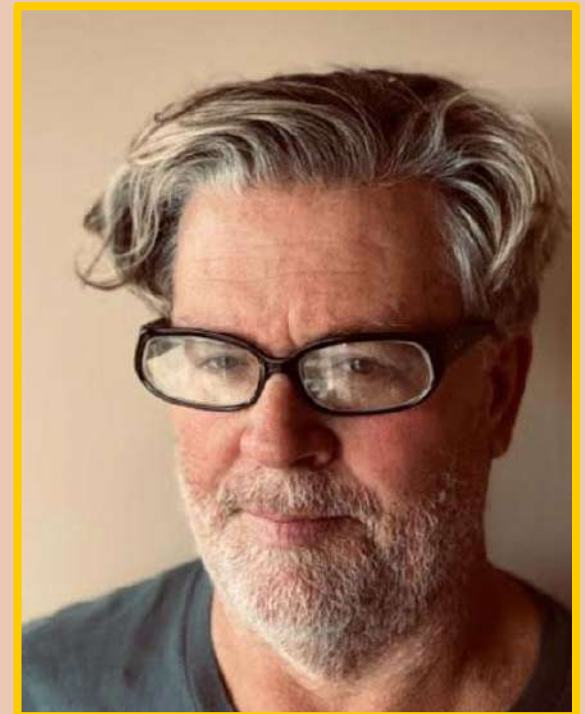


Meet the Team

Eric Olsen

RETAIL MANAGER

- Eric will be relocating from his farm in New York to Springfield, MA
- Eric specializes in growing cannabis but he also has vast knowledge and experience in the retail sector
- Eric also has consulted with over 10 companies since 2014; ranging from micro-indoor grows in Connecticut, to co-ops in Vermont, and even medical facilities in Rhode Island.



Meet the Team

Gerardo Zayas Jr.

Professional Development & Training

- Founder and CEO, Avant Consulting and Training, LLC
- Assistant Vice President, Hampden County Workforce Development Center
- Acting Vice President of Academic Affairs, Springfield Technical Community College (temporary assignment)
- Interim Associate Vice President of Academic Affairs, Manchester Community College
- CEO, the New England Center of Professional Development and Training

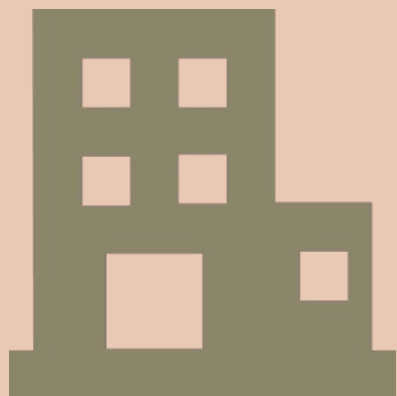


Section 2: Community Outreach



116

Page Blvd residents contacted



28

East Springfield Businesses contacted



Community Outreach

- Community Advisory Board
 - Jay Caron* - Security Advisor, Bee-Line Corp.
 - Yasis Osman - Community Advisor
 - Kathleen Brown - Community Advisor

*Jay Caron recently passed away, interviews are in progress



Section 3: Positive Impact

- Cannabis Academy
 - Partnership with Workforce Development and Springfield Technical Community College.
- Neighborhood Council
 - We remain in continuous contact with the Neighborhood Council and have been very responsive when called by them or any neighbors.
- Local hiring
 - We have been engaged with and work with local talent from Springfield and the Greater Springfield area.



Positive Impact (continued...)

- East Springfield Library
 - Annual monetary or in-kind donations as permitted by applicable laws and regulations
- Beautify East Springfield Together (B.E.S.T)
 - We will be donating time and resources to beautify the areas, improve the areas and treebelts
- Non-Profit Donations
 - We will be selecting one product every month and 50% of the gross sales from that product will be donated to a local non-profit



Section 4: Security Overview

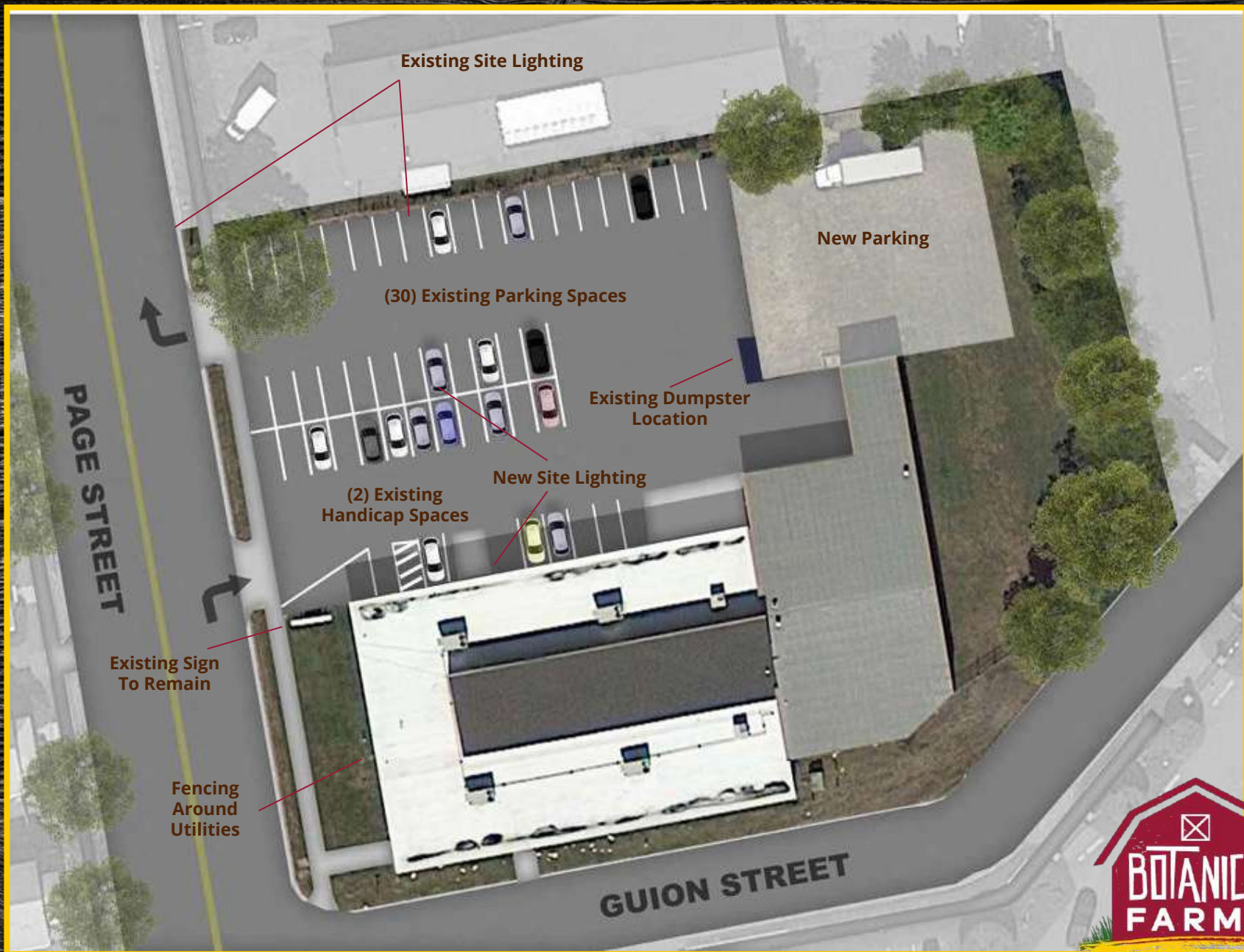
- 311 Page Blvd will:
 - Remain fully compliant and diligent with all regulations set forth by the City of Springfield, the State of Massachusetts, and the Cannabis Control commission
 - Prioritize the safety of our employees, customers, and community
 - Provide a safe environment for customers and deter and prevent theft and diversion of product
 - Continuously engage with the City of Springfield to ensure compliance



Section 5: Site Plan & Concepts

- To be reviewed:
 - Outside overview with additional parking
 - Inside infrastructure
 - Concept design







Clean Layout Concept



Questions & Answers



Tim Rooke

413.330.2572



Tom Rooke

413.351.5078

Thank you!

311 PAGE BLVD



311 Page Blvd, LLC Community Outreach Meeting Link:
https://drive.google.com/file/d/1DVVaTkQIB9nW_PHARkmztEMPRxu5YO5f/view?usp=sharing

311 Page Blvd, LLC Meeting on Springfield Public Access YouTube
<https://m.youtube.com/watch?feature=youtu.be&v=JbCvkxwHrJc>

311 Page Blvd, LLC verbally requested that Neighborhood Council member, Michael Pepper serve as Moderator on the meeting. Mr. Pepper agreed and attended the meeting as the Moderator.

List of Community Outreach Meeting Participants

✕ Meeting Participants...  

Chris Flint
Bob Coleman
Carmela Fraziero
Conor Deon
Dean Ethier
Gerardo Zayas
Jeff Padwa
Joseph Manning
Josue (Focus)
Judiann Fayyaz
Kaleigh Rodgers
Kathleen Brown
Megan Carvalho
Melissa May
Michael Vanegas
Natasha Blackwell-Shire
Neva Callaghan
Payton Shubrick
Rachel Roccanti
Robert Robare
Steven Marcus
Tricia?
Ann?
Deidre?
Michael Fenton
Guy Kenison
Lisa Robare

Plan for Positive Impact

INTENT

Cannabis prohibition has disproportionately impacted certain communities in Massachusetts. As the Commonwealth begins to embrace the adult-use cannabis industry in earnest, 311 Page Blvd, LLC (“311 PAGE”) recognizes that it has a responsibility to contribute to the communities in which it does business and the surrounding areas in need. 311 PAGE will focus its time and resources on those particular areas in Springfield that have been identified as disproportionately impacted and populations falling within areas of disproportionate impact. 311 PAGE is fully committed to ensuring that it is making positive and lasting contributions to Springfield.

PURPOSE

The purpose of this document is to summarize 311 PAGE’s plan to ensure our business creates positive and lasting impacts on the communities in which it will be involved.

311 PAGE is committed to fostering positive relationships within the community and endeavoring to identify ways in which to give back. 311 PAGE seeks to utilize our resources, including time, talent and monies, to provide assistance to those who may be underserved and/or in need. We plan to achieve these goals through charitable giving, volunteer time and community engagement.

INITIATIVES AND METRICS

311 PAGE aims to implement the following initiatives to assist those communities that have been disproportionately impacted.

Proposed Initiative: 311 PAGE will create a Community Advisory Board (“the Board”) made up of community leaders to engage with the community and identify charitable organizations that would benefit from volunteer and financial resources provided by 311 PAGE and oversee all charitable actions performed by 311 PAGE. The Advisory Board will form or utilize existing relationships with the community so that 311 PAGE will be well equipped to determine where their contributions will be most effective. It is important to 311 PAGE that any resources, whether time, financial or otherwise, are provided to groups and people who have been negatively affected by prohibitive policies. The Board will review the Identified Areas of Disproportionate Impact per the CCC guidelines when making recommendations to 311 PAGE management as to which organizations could be supported with charitable donations and volunteer hours. 311 PAGE will make best efforts to support organizations from impacted areas that are closest in geography to 311 PAGE locations.

At all times, 311 PAGE will adhere to the requirements set forth in 935 CMR 500.105(4) relatives to the permitted and prohibited advertising, branding, marketing, and sponsorship practices of our marijuana establishment. Furthermore, any actions taken or programs instituted by the applicant will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

311 Page Blvd, LLC
Application of Intent

Goal: To engage with the community to ensure that any programs directed towards aiding disproportionately impacted populations are provided with appropriate resources. The Advisory Board will work to find innovating and creative ways to give back to communities of impact with a goal of making a minimum two positive relationships/impacts per year.

Metrics: 311 PAGE will measure the positive relationships it has formed with the community by tracking the number of partnerships it has created prior to its annual license renewal with the Cannabis Control Commission.

Proposed Initiative: 311 PAGE will commit to provide all employees with a minimum of 8 hours paid time to participate in a neighborhood clean-up initiative that serves identified areas of disproportionate impact. 311 PAGE will focus their clean-ups in Springfield, specifically in Census Tracts 8005, 8006, 8007, 8008, 8009, and 8011.01.

Goal: 311 PAGE is committed to serving areas of Springfield that have been disproportionately impacted through the contribution of employee volunteer time courtesy of the company with a goal of donating 8 hours per employee per year. 311 PAGE will have a goal of 85% participation in the neighborhood clean-up program by its employees each calendar year.

Metrics: 311 PAGE will maintain records of each employee who participates in the neighborhood clean-up program and the number of hours contributed by each employee. 311 PAGE will host two clean-up days annually, one in the Spring and one in the Fall. 311 PAGE will then solicit feedback from each employee to learn about their experiences and determine whether adjustments should be made in the future with regards to this program. These metrics will be outlined in a comprehensive report that will be completed 60 days prior to our annual license renewal (one year from provisional licensure, and each year thereafter) to the Cannabis Control Commission.

Proposed Initiative: 311 PAGE will make a minimum annual financial contribution of at least \$5,000 to the CultivatED program to help promote participation in the cannabis industry by those who have been disproportionately harmed by marijuana prohibition such as those individuals from areas of disproportionate impact. CultivatED is a jails-to-jobs cannabis program that focuses on issues such as expungement, education, and employment for those harmed populations. 311 PAGE will provide money to CultivatED to support its mission and goal but will not offer any of its own programming through the CultivatED program. Attached, please find a letter from CultivatED acknowledging acceptance of funds from cannabis license holders.

Goal: 311 PAGE will make an annual financial contribution of at least \$5,000 to the CultivatED program which will in turn support the mission of empowering, educating, and employing individuals from various areas of disproportionate impact.

Metrics: 311 PAGE will maintain a record of its annual donations to the CultivatED program. 311 PAGE will keep records of feedback that we receive relative to the impact of our contributions, if any. This will in turn help us make decisions about adjustments

311 Page Blvd, LLC
Application of Intent

that need to be made in the future and will be used to demonstrate success or progress of our goal upon 311 PAGE's annual renewal, to take place one year from the date of its provisional license.

CONCLUSION

311 PAGE will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Plan for Positive Impact. 311 PAGE will receive confirmation from an organization that it can receive a donation or work with the marijuana establishment in furthering its goals. Letters from the organizations will be attached and included in 311 PAGE's Plan for Positive Impact on file at its marijuana establishment. 311 PAGE will adhere to this acknowledgment should it retool its policies and procedures in the future and in consultation with the Commission.



MASS CultivatED

February 24, 2020

Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604

RE: Acceptance of Cannabis Funds

Dear Cannabis Control Commission:

It is with great pleasure that we inform you that we will be graciously accepting contributions from licensed Massachusetts cannabis companies in order to assist in funding our program, CultivatED.

CultivatED is a first in the nation jails to jobs cannabis program that focuses on issues such as expungement, education and employment for those who have been affected by the prohibition of cannabis in the Commonwealth. We are an innovative public-private partnership providing our fellows with a robust co-op education program, legal services, workforce preparedness training, and cannabis externships with livable wages and benefits. We work closely with organizations such as Greater Boston Legal Services, Roxbury Community College and the Urban League of Eastern Massachusetts to achieve our program goals.

We appreciate the opportunity to allow Massachusetts licensed cannabis companies to participate through their contributions. Please do not hesitate to contact us should you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Dominguez", is written over a horizontal line.

Ryan Dominguez



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: 001383611

1. The exact name of the limited liability company is: 311 PAGE BLVD LLC

2a. Location of its principal office:

No. and Street: 63 WOODCREST ROAD
 City or Town: SPRINGFIELD State: MA Zip: 01129 Country: USA

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

No. and Street: 63 WOODCREST ROAD
 City or Town: SPRINGFIELD State: MA Zip: 01129 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:

ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: TIMOTHY ROOKE
 No. and Street: 63 WOODCREST ROAD
 City or Town: SPRINGFIELD State: MA Zip: 01129 Country: USA

I, TIMOTHY ROOKE 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	TIMOTHY ROOKE	63 WOODCREST ROAD SPRINGFIELD, MA 01129 USA

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

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

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

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

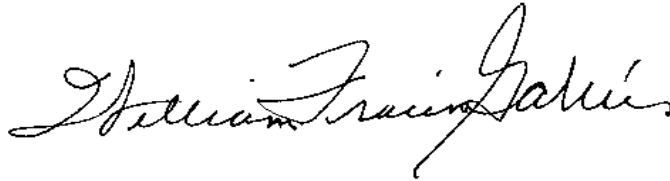
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of May, 2019,
SIRA GRANT
(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:

May 14, 2019 11:44 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**OPERATING AGREEMENT
OF
311 PAGE BLVD LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (the “**Agreement**”) is made and entered into effective as of September ____, 2020 (the “**Effective Date**”) by and among Timothy Rooke, John Gallaher and/or his Affiliate, and such other Persons hereafter admitted either as members (each a “**Member**” collectively the “**Members**”) or as Economic Interest owners in accordance with this Agreement.

RECITALS:

WHEREAS, the Company (hereinafter defined) has been formed pursuant to the Act (hereinafter defined) for the purposes set forth in Section 3.1 of hereof.

WHEREAS, the Members and Economic Interest owners wish to provide for the management of Company, the conduct of Company business and the rights and obligations of the Members and Economic Interest owners as provided by the Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members and Economic Interest owners hereby agree as follows:

ARTICLE I

**Formation of the Company; Name and
Principal Place of Business; Term**

1.1 *Formation.* The Company has been formed pursuant to the Massachusetts Limited Liability Company Act (M.G.L. Chapter 156C, Section 1 et seq.) as the same may be amended from time to time (hereinafter the “**Act**”). The Members hereby ratify and approve the Certificate of Organization.

1.2 *Name.* The name of the Company shall be 311 Page Blvd LLC (hereinafter the “**Company**”). The Company may conduct business under such other name as the Manager(s) may select.

1.3 *Business Address.* The initial business address of the Company is 63 Woodcrest Rd., Springfield, MA 01129. The Company may change the business address and/or maintain such additional offices at such other places as the Manager(s) may hereafter determine. The name and address of the resident agent for service of process on the Company is Timothy Rooke, 63 Woodcrest Rd., Springfield, MA 01129. The business address and the resident agent may be changed by the Manager(s) from time to time upon compliance with the procedures required by the Act.

1.4 *Term.* Company commenced on the date that the Articles of Organization were accepted for filing by the Massachusetts Secretary of Commonwealth, and shall continue in perpetuity,

unless the Company shall be sooner terminated as provided in Section 10.1.

1.5 *Title to Property.* The Company shall hold all of its Property in the name of the Company and not in the name of any Member or Manager. All property owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in its individual name or right, and each Member's interest in the Company shall be deemed personal property for all purposes.

ARTICLE II

Definitions

Wherever used in this Agreement, unless the context clearly indicates otherwise, the following words shall have the meanings indicated:

"Act" means the Massachusetts Limited Liability Company Act as the same may be hereafter amended from time to time.

"Affiliate" means, with respect to any Person: (a) any member of the immediate family of such Person, if an individual; (b) any legal representative, successor, or assignee of such Person or any individual referred to in preceding clause (a); (c) any trustee of a trust for the benefit of such Person or any individual referred to in preceding clauses (a) or (b); (d) any Person (if not an individual) of which a majority of the voting, capital or profit interests is owned, directly or indirectly, by any one or more of such Person and the Persons referred to in preceding clauses (a) through (c); or (e) any Person who is an officer, director, trustee, employee, stockholder (fifteen percent (15%) or more), partner, or member of such Person or any Person referred to in preceding clause (d).

"Agreement" means this Operating Agreement of 311 Page Blvd LLC.

"Assign" or "Assignment" means, as used in connection with an Interest, to sell, transfer, assign, pledge, grant a security interest, lien, or encumbrance in or against, or otherwise dispose of all or part of such Interest or the sale, transfer, assignment, pledge, grant of a security interest, lien, or encumbrance, or other disposition of all or part of such Interest. The terms "Assign" and "Assignment" include any purported Assignment, including a collateral assignment or pledge.

"Bankruptcy" means, with reference to any Member or the Company as the case may be, (a) the entry of an order for relief (or similar court order) against such Member or the Company which authorizes a case brought under Chapter 7, 11, or 13 of Title 11 of the United States Code to proceed, or (b) if such Member becomes insolvent by the taking of any action or the making of any transfer which is or may be defined as "insolvency" pursuant to the Federal Bankruptcy Code, the Federal Bankruptcy Act, the Uniform Fraudulent Conveyances Act, any state or federal act, or the ruling of any court.

"Book Depreciation" means, 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 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, Book 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 deductions for such Fiscal Year or other period bears to such beginning adjusted tax basis.

“Book Profits” or “Book Losses” has the meaning set forth in Section 5.5B hereof.

“Capital Account” means, with respect to each Member, the record of such Member’s capital contribution and of each item of income, gain, loss, deduction, credit, or cash distribution allocated to such Member to reflect such Member’s economic or equity interest in the Company. Each Member’s Capital Account shall be maintained as set forth in Section 5.4 hereof.

“Capital Contribution” means, with respect to any Member, the amount specified for such Member set forth on Schedule A hereto.

“Cash Flow” means the excess of the cash receipts from day-to-day operations of the Company over (a) the cash needed to pay expenses arising from day-to-day operations of the Company, and (b) the cash needed in the reasonable judgment of the Members to fund a reasonable reserve for the needs of the Company’s business. “Cash Flow” does not include Net Cash from Sales or Refinancings.

“Code” means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code that is subsequently amended, modified, recodified, or otherwise superseded shall be deemed to be a reference to the superseding section(s) to the greatest extent possible so as to achieve the result originally intended, if possible, under this Agreement.

“Covered Act” means any act or omission by an Indemnified Person in the Indemnified Person’s official capacity with the Company and while serving as such or while serving at the request of the Company as a member of the governing body, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise, including, but not limited to, entities and enterprises which are subsidiaries or affiliates of the Company.

“Damage” means any amount which an Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, but not limited to, judgments for and awards of damages, amounts paid in settlement of any claim, and any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.

“Excluded Claim” has the meaning set forth in Section 12.2 hereof.

“Expenses” means any reasonable expenses incurred by an Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, but not limited to, legal, accounting, or investigative fees and expenses and the expense of bonds necessary to pursue an appeal of an adverse judgment, but excluding expenses related to Excluded Claims.

“Fair Interest Value” means, with respect to a Member’s Interest, the liquidation value of such Interest determined as of the applicable valuation date (a) by agreement between such Member (or such Member’s Successor) and the Company, or (b) in the event that such parties shall be unable to reach agreement within thirty (30) days following the applicable valuation date, by appraisal in accordance with the following procedures. Any appraisal required herein shall be by an appraiser

mutually acceptable to the parties, and if the parties are unable to agree on a single appraiser within thirty (30) days following the applicable valuation date, either party by written notice to the other may designate one appraiser, the other party shall then designate one appraiser, and the two appraisers so designated shall promptly designate a third appraiser. Such appraisers shall thereafter promptly determine the value of the Interest as of the applicable valuation date and shall deliver copies of such appraisals to the Company and the Member. The Fair Interest Value of the Interest shall be the average of the two (2) appraised values that are closest to each other and the third appraisal shall be ignored for all purposes. Any appraiser so designated shall have experience in the valuation of entities engaged in business similar to the Company and the costs of any appraisals required in connection with the foregoing shall be borne equally by the Company and the Member. In determining Fair Interest Value, the fact that the Interest is a minority Interest or lacks marketability shall be ignored, it being agreed that the Fair Interest Value of an Interest shall equal the liquidation value of the Interest, assuming that the assets of the Company, including goodwill, are sold for their fair market value to a willing buyer and all debts and other obligations of the Company are properly reserved for or discharged.

“Fiscal Year” means the fiscal year of the Company, which shall be the calendar year.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as adjusted pursuant to Section 5.5 A.

“Gross Fair Market Value” means, with respect to any asset, the fair market value of the asset as determined by the contributing Member and the Company without regard to any liability assumed by the Company with respect to such asset or any liability to which such asset is subject.

“Indemnified Person” means any one or more Members or other persons who are exercising any powers normally vested in the Members or acting at the direction of the Members.

“Interest” means, with respect to any Member, all of such Member’s right, title, and interest in and to the Company.

“Member” or “Members” means those persons listed as Members in Attachment A hereof, and any additional or Substitute Member admitted as a Member of the Company pursuant to the terms hereof.

“Net Cash from Sales or Refinancings” means the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) of Company property and all refinancings of Company property, less any portion thereof used to establish reserves, all as determined by the Members. “Net Cash from Sales or Refinancing” shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions (other than in the ordinary course of business) of Company property.

“Percentage Interest” means, with respect to any Member, the percentage determined by dividing the Capital Contribution of such Member by the Capital Contributions of all the Members.

“Person” means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint

ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments (whether federal, state or local, domestic or foreign, and including political subdivisions thereof) and agencies or other administrative or regulatory bodies thereof.

“Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative.

“Profits” or “Losses” means the net income or losses (or items thereof) of the Company as determined in accordance with the accounting methods followed by the Company for federal income tax purposes. “Profits” or “Losses” shall include net gains or losses as computed for federal income tax purposes from the sale or other disposition of all or part of the Company’s property or any other event or transaction not in the ordinary course of day-to-day operations of the Company (including the liquidation of the Company).

“Substitute Member” means a person admitted to all the rights of a Member pursuant to the provisions of Section 8.7 of this Agreement.

“Successor” means, with respect to a Member, a legally appointed successor in interest, including, but not limited to, the executor, administrator, guardian, conservator, or trustee in Bankruptcy, as the case may be, of such Member, and any legally appointed successor to such executor, administrator, guardian, conservator, or trustee in Bankruptcy.

“Treasury Regulations” means the final and temporary Treasury Regulations promulgated under the Code. Any reference to a Treasury Regulation that is subsequently amended, modified, recodified, or otherwise superseded shall be deemed to be a reference to the superseding Treasury Regulation(s) to the greatest extent possible so as to achieve the result originally intended, if possible, under this Agreement.

ARTICLE III

Purposes and Authorized Acts

3.1 *Purpose and Scope.* Subject to the provisions of this Agreement, the business and purpose of Company is to apply for one or more licenses with the Massachusetts Cannabis Control Commission. The Company may engage in any other business permitted under the Act that the Manager(s) shall deem such business activity to be in the best interests of the Company.

3.2 *Authorized Acts.* Subject to the terms hereof and to applicable law, the Company is authorized to perform all acts necessary, convenient, or incidental to the effectuation of its purposes.

ARTICLE IV

Members and Their Contributions

4.1 *Members.* The names and addresses of the Members are set forth on Schedule A attached hereto and incorporated herein for all purposes. In the event that additional Members or Substitute

Members are admitted to the Company in accordance with the provisions of Section 4.3 or Section 8.7 hereof, respectively, Schedule A shall be amended to reflect such additional Members or Substitute Members.

4.2 *Record Holders.* Unless the Manager(s) determine otherwise, the Company will not issue certificates representing the Members' Percentage Interests in the Company. The Company shall keep a register or other records which reflect the Members' Percentage Interests in the Company.

4.3 *Additional Members.* Except as otherwise provided in Article VIII with respect to Substitute Members, additional Members only may be admitted with the prior written consent of Members comprising a majority. Such additional Members shall execute and acknowledge a counterpart to this Agreement or shall otherwise evidence in writing their agreement to be bound by the terms hereof in such manner as the Members shall determine.

4.4 *Liability of Members.* No Member shall be liable for the obligations of the Company solely by reason of being a Member. No Member shall be required to make any contributions to the capital of the Company other than as provided in this Article. No Member shall be liable for the return of the Capital Contributions of any other Member or the payment of interest thereon.

4.5 *Initial Capital Contributions.* The Members have each contributed to the capital of the Company, or agreed to provide services in exchange for each Member's Percentage Interest in the Company, as set forth in Schedule A.

In the event that an additional Member or Substitute Member is admitted to the Company in accordance with Section 4.3 or Section 8.7 hereof, respectively, or if an additional Capital Contribution or agreement to provide services is made by or on behalf of a Member in accordance with Section 4.6 hereof, Schedule A shall be amended to reflect the Capital Contribution or value of said agreement for each such additional Member, Substitute Member and/or Member's Percentage Interest in the Company.

4.6 *Additional Capital Contributions.* The Members may make and the Company may accept such additional contributions of property or services from Members from time to time as the Manager shall approve. Loans to the Company by any Member may be considered Capital Contributions as approved by the Manager.

4.7 *Compensation of Members for Service Contributions.* The Company may compensate Manager(s) and/or Members for services rendered to or on behalf of the Company as determined by the Manager(s). Manager(s)'s and/or Members' compensation may be determined with or without regard to Profits or other indicators of the results of operations. Compensation paid to Manager(s) and Members hereunder shall be treated as an expense for purposes of determining Profits. The Company shall reimburse each Manager(s) and/or Member for reasonable expenses properly incurred by such Manager(s) and/or Member on the Company's behalf if approved by the Manager(s).

4.8 *No Right to Demand Return of Contributions.* A Member shall not be entitled to demand the return of, or to withdraw, any part of its Capital Contribution, except as provided in this Agreement.

ARTICLE V

Allocations; Maintenance of Capital Accounts

5.1 *Allocations; General Rules.*

A. After giving effect to the special allocations, if any, set forth in this Agreement, Profits and Losses for any Fiscal Year shall be allocated among the Members in proportion to their respective Percentage Interests.

B. Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations, including allocations of Book Profits and Losses, not otherwise provided for, shall be divided among the Members in proportion to their respective Percentage Interests.

5.2 *In General.*

A. The provisions of this Agreement relating to allocations and the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulation.

B. *Income Tax Consequences.* 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 this Article and hereby agree to be bound by the provisions of this Article in reporting their shares of Company income and loss for income tax purposes.

5.3 *Allocations; Special Rules.* The Members hereby agree to be bound by the special allocation rules set forth in Attachment B attached hereto and incorporated herein for all purposes.

5.4 *Maintenance of Capital Accounts; General Rules.*

A. A Capital Account shall be maintained on the books of the Company for each Member, which shall be (i) credited with the Member's Capital Contributions and assessments and the amount of any liabilities that are assumed by such Member or that are secured by any property distributed to such Member; (ii) credited with such Member's distributive share of Profits and any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits; (iii) charged with such Member's distributive share of Losses and any nondeductible expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account under this Section; and (iv) charged with any distributions to such Member and with the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

B. Upon the sale, exchange, or other transfer of an Interest, or the assignment of such Interest to a new Member, the Capital Account of the transferor Member shall carry over pro rata to the

transferee Member.

C. A Member shall not be entitled to demand the return of, or to withdraw, any part of its Capital Account, or to receive any distribution, except as provided in this Agreement.

5.5 *Maintenance of Capital Accounts; Special Rules.*

A. *Gross Asset Value; Adjustments.* In the case of property other than cash contributed to the Company or distributed to a Member, each Member's Capital Account will be credited with the Gross Asset Value of property contributed to the Company by such Member (net of liabilities assumed by the Company and liabilities to which such contributed property is subject) and shall be debited with the cash and the Gross Asset Value of property distributed to such Member (net of liabilities assumed by such Member and liabilities to which such distributed property is subject). For purposes of determining and maintaining the Members' Capital Accounts, the Gross Asset Value of Company assets shall be adjusted 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;
- (ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective Gross Fair Market Values, as determined by the Members, as of the following times:
 - (a) the acquisition of additional Interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution;
 - (b) upon liquidation of the Company; (c) upon the distribution by the Company of more than a *de minimis* amount of money or other Company property to a retiring or continuing Member as consideration for such member's Interest in the Company; or (d) under generally accepted industry accounting practices (*provided, however*, as to clause (d), that substantially all of the Company's property (excluding money) consists of stock, securities, commodities, options, warrants, futures, or similar instruments that are readily tradable on an established securities market);
- (iii) If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsection (i) or (ii) of this Section 5.5A, such Gross Asset Value shall thereafter be adjusted by the Book Depreciation taken into account with respect to such asset for purposes of computing Book Profits and Losses, as set forth in Section 5.5B; and
- (iv) In the event the Gross Asset Values of Company assets are adjusted pursuant to subsections (i) through (iii) of this Section 5.5A the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment as if the Company recognized gain or loss equal to the amount of such aggregate net adjustment.

B. *Computation of Book Profits and Losses.* For purposes of determining and maintaining the Members' Capital Accounts and the computation of Book Profits and Losses only, the following adjustments shall be made to the calculation of Profits and Losses reflected in the Members' Capital Accounts:

- (i) Book Profit 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, adjusted in accordance with Section 5.5A, of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from such Gross Asset Value.

(ii) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such Profits or Losses, there shall be taken into account Book Depreciation for such Fiscal Year or other period.

(iii) Allocations of Book Profits and Losses among the Members shall be made in accordance with the provisions of this Article respecting allocations of Profits and Losses among Members.

B. *Members' Share of Nonrecourse Liabilities.* For purposes of Code Section 752, each Member's share of Company nonrecourse liabilities shall be determined in accordance with Treasury Regulation Section 1.752-3(e). For purposes of determining each Member's proportionate share of the excess nonrecourse liabilities of the Company pursuant to Treasury Regulation Section 1.752-3(a)(3), the Members' respective interests in Profits shall be their respective Percentage Interests.

ARTICLE VI

Distribution of Cash Flow and Proceeds of Transactions Not in the Ordinary Course of Business

6.1 *Cash Flow.* Cash Flow shall be distributed to the Members as reasonably determined by the Manager(s) in accordance with each Member's respective Percentage Interest; *provided, however*, that subject to the limitations on distributions described in clauses (a) and (b) in the immediately succeeding sentence, unless the Manager(s) decides otherwise, Cash Flow shall be distributed at a minimum to the Members in accordance with their respective Percentage Interests at such times and in such amounts reasonably estimated by the Members to be sufficient to cover fully the federal and state income taxes payable by the Members on taxable income of the Company allocated to them, such estimated amount to be calculated for the Fiscal Year by multiplying the Profit of the Company for the Fiscal Year by the highest combined marginal federal and state income tax rate applicable to any Member for the Fiscal Year. In no event, however, shall any distribution from Cash Flow be made under this Section to the extent that such distribution would (a) violate the terms of any financing arrangement to which the Company is a party, or (b) result in an inability on the part of the Company to pay its debts as they become due.

6.2 *Net Cash From Sales or Refinancings.* Except as otherwise provided in Article X, Net Cash from Sales or Refinancings shall be distributed to the Members in accordance with their respective Percentage Interests at such time or times and in such amounts as the Manager(s) deem appropriate.

6.3 *Distributions Other Than Cash.* No Member shall have any right to demand or receive property other than cash in respect of any part of such Member's contribution to the capital of the Company or a share of the Company's Profits or any distribution. A Member shall have a right to

distributions of cash, including the return of such Member's Capital Contribution, only in the circumstances set forth herein.

ARTICLE VII

Rights, Powers, Duties, and Obligations of the Members

7.01 Management of the Company.

A. *Management by Managers.* The Company shall be managed by Manager(s). The Manager(s) shall have complete and exclusive control over the management of the business of the Company.

B. The number of Managers serving at any given time will be the number elected by the Members, but the number of Managers shall not be less than one (1) nor more than three (3). The Company shall be managed by one Manager, John Gallaher, until his resignation or until such time as other Manager(s) shall be elected by Members. The Manager(s) shall have such rights, duties and powers as are specified in this Agreement and the Act or as may be prescribed by the Members.

C. *Activities.* The Manager(s) shall devote so much of the Manager(s)'s business time and efforts to the furtherance of the business of the Company and performance of his/her responsibilities under this Agreement as the Manager(s) shall reasonably deem necessary.

D. *Other Activities.* Any Member may at any time, and from time to time, engage in and possess interests in other business ventures of any and every type and description (which may be in competition with the Company), independently or with others, and neither the Company nor any Member shall by virtue of this Agreement have any right, title, interest or claim in or to such independent ventures.

7.2 Meetings of Members.

A. *Meetings.* Meetings of the Members may be called by one or more Members with a majority of the Percentage Interest in the Company for any purpose or purposes unless otherwise prescribed by the Act.

B. *Notice of Meeting.* Written or telephonic notice stating the place, day, and hour of the meeting shall be made not less than two (2) days before the date of the meeting, either personally, email, or by mail, to each Member of record who is entitled to vote at such meeting in accordance with the provisions of Section 13.2 hereof. When Members holding in excess of fifty percent (50%) of the Percentage Interests of the Company are not present at any meeting, sign a written waiver of notice of such meeting or subsequently ratify all the proceedings thereof, the transaction(s) of such meeting are as valid as if the meeting were formally called and notice had been given.

C. *Quorum.* Members holding in excess of fifty percent (50%) of the Percentage Interests of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than said quorum is represented at a meeting, a majority of the Percentage Interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which

might have been transacted at the meeting as originally notified.

D. *Proxies.* At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by such Member's duly authorized attorney-in-fact. Such proxy shall be filed by such Member before or at the time of the meeting. No proxy shall be valid after three (3) months from date of execution.

E. *Voting.* All voting of Interests of Members shall be based on the percentage of Interests owned by each Member as set forth in the Percentage Interest column of the table in Schedule A and not per capita based on the number of Members. A vote, action, or any other matter coming before the Members shall be deemed approved if approved by vote of the Members holding a majority of the Percentage Interests of the Company entitled to vote thereon and represented at such meeting. The Interest of any Member that is a corporation, partnership, or company may be voted by such officer, partner, agent, or proxy as the Bylaws of such entity may prescribe or in the absence of such provisions as the Board of Directors of such entity may determine. The Interest of any Member that is held by a trustee, personal representative, administrator, executor, guardian, or conservator may be voted by such person, either in person or by proxy.

F. *Written Consent of Members.* Unless otherwise provided by the Act or this Agreement, any action required to be taken at a meeting of the Members or any other action which may be taken at a meeting of the Members may be taken without a meeting if a written consent setting forth the action so taken shall be signed one or more Members holding in excess of fifty percent (50%) of the Percentage Interests of the Company entitled to vote with respect to the subject matter thereof.

G. *Deadlock.*

1. In the event the Members, upon considering any decision cannot reach the requisite majority respecting such matter, they shall exercise reasonable good faith efforts to resolve or compromise the dispute. Such efforts shall include, without being limited to, at the request of either Member, at least two (2) meetings within the Initial 10-Day Period to discuss and try to resolve the disputed matter. The "Initial 10-Day Period" shall be the ten (10) calendar days immediately following the date as of which a Member gives written notice to the other Member invoking the provisions of this Section following the failure of the Members to vote by majority in favor of any matter requiring majority approval or to sign a written consent approving such matter upon the request of a Member for execution of the same. A Member (the "Initiating Member") shall have the right at any time within ten (10) days after the expiration of the Initial 10-Day Period to give written notice (the "Initial Offering Notice") to the other Member (the "Responding Member") of the Initiating Member's offer either to purchase all, but not less than all, of the Responding Member's Interest, or to sell to the Responding Member all of the Initiating Member's Interest, stating the price and the terms at which the Initiating Member is willing to purchase the Responding Member's Interest or to sell the Initiating Member's Interest, which price and terms shall be the same.

2. Within seven (7) days after receipt by the Responding Member of the Initiating Member's Initial Offering Notice, the Responding Member shall send to the Initiating Member a written notice stating whether the Responding Member elects (i) to sell to the Initiating Member all of the Responding Member's Interest at the price and other terms stated in the Initial Offering Notice, or (ii) to purchase from the Initiating Member the Initiating Member's Interest at such price and other

terms. If the Responding Member shall fail to notify the Initiating Member whether the Responding Member elects to sell or purchase within the time period specified above, such failure shall be deemed to be an election to sell all of the Responding Member's Interest to the Initiating Member at the price and other terms set forth in the Initial Offering Notice. The Initiating Member shall be entitled to withdraw the Initial Offering Notice by giving the Responding Member written notice of the withdrawal prior to the earlier of (i) the date the Responding Member gives the Initiating Member written notice of such Responding Member's election to sell or purchase pursuant to this Section 7.2G, or (ii) the date on which such Responding Member shall be conclusively deemed to have elected to sell such Responding Member's Interest to the Initiating Member.

3. The closing of the sale of an interest in the Company pursuant to this Section 7.2G (the "Closing") shall be held at the principal offices of the Company, unless otherwise mutually agreed, on a mutually acceptable date not more than seven (7) days after the expiration of the notice period set forth in Section 7.2G(1). If this date is a Saturday, Sunday, or holiday, then the Closing shall be held on the first business day thereafter. Unless otherwise specified in the terms of the Initial Offering Notice or agreed to by the selling Member, the purchase price shall be paid in full by bank or certified check at the Closing, against delivery of an Assignment in duly executed and in suitable form, transferring the Interest of the selling Member to the purchasing Member, free of any liens, encumbrances, or security interests.

7.3 *Officers.*

A. *Appointment.* The Manager(s) may appoint such officers of the Company as such Members deem necessary or appropriate. The sole function of such officers shall be to carry out the decisions of the Members. The officers shall have no authority to manage the business and affairs of the Company except to the extent necessary to implement the decisions of the Members.

B. *Removal; Resignations.* Any officer or agent may be removed by the Manager in his/her sole discretion with or without cause. Any officer or agent may resign at any time by giving written notice to the Company at its principal office or to the Manager(s). The resignation shall take effect at the time specified in the notice and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Removal or resignation of an officer shall not affect any rights accruing to the Company or such officer under any written employment or other agreement between the Company and such officer.

C. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled in the manner prescribed in this Section 7.3 for appointment to such office.

D. *Representations.* Any Person dealing with the Company may always rely on a certificate signed by the Manager(s) and/or any officer as to: (i) the identity of the Members; (ii) the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Members or are in any other manner germane to the affairs of this Company; (iii) who is authorized to execute and deliver any instrument or document of the Company; or (iv) the authenticity of any copy of this Agreement and amendments thereto.

E. *Reimbursement.* The officers shall be entitled to reimbursement from Company funds for all reasonable expenses incurred on behalf of the Company in accordance with the then-current budget of the Company and such procedures as the Manager(s) may approve from time to time.

ARTICLE VIII

Assignment of Interests

8.1 *No Assignment.* A Member may not Assign all or any part of his / her / its Interest in the Company without a majority approval. An Assignment of a Member's Interest does not of itself dissolve the Company or permit the assignee to participate in the business and affairs of the Company, to become a Member, or to exercise any rights or powers of a Member with respect to the portion of the Interest so Assigned.

8.2 *Rights of Assignees.* An assignee who does not become a Substitute Member shall succeed only to the rights of such assignee's assignor to receive distributions from the Company with respect to the portion of the Interest so Assigned. A Member whose Interest has been Assigned loses such Member's right to vote and to express consent or approval on any issue hereunder to the extent of the proportion of the Interest so Assigned.

8.3 *Death or Incapacity.* In the event of the death or incapacity of a Member, the Successor shall be deemed an assignee and shall have only the rights accorded to assignees pursuant to Section 8.2, but only to the extent that a majority of the Members, including the Interest of the assigning Member, agree to admit such assignee as a Substitute Member. Unless and until any such assignee is admitted to the Company as a Substitute Member pursuant to the terms of Section 8.7 such assignee shall have no right to participate in the management of the affairs of the Company, to vote any Interest Assigned to such assignee, or to exercise any rights or powers of a Member.

8.4 *Bankruptcy.* In the event of the Bankruptcy of a Member, the legally appointed Successor of such Member shall be deemed an assignee and shall have only the rights accorded to assignees pursuant to Section 8.2 but only to the extent that a majority of the Members, including the Interest of the assigning Member, agree to admit such assignee as a Substitute Member. Unless and until any such assignee is admitted to the Company as a Substitute Member pursuant to the terms of Section 8.7 such assignee shall have no right to participate in the management of the Company, to vote any Interest Assigned to such assignee, or to exercise any rights or powers of a Member.

8.5 *Option to Purchase from a Non-Member.* The Company shall have the option to purchase all of the Interest held by an assignee who became an assignee other than as a result of a Termination Event and who has not become a Substitute Member. The Company shall have the right to exercise this option to purchase for a period of two (2) years from the date of the Assignment. The Company shall exercise this option by delivering to the assignee holding the Interest a notice in writing stating the date on which the sale of the Interest shall take place, such date not to be less than thirty (30) days not more than sixty (60) days from the date of receipt of such notice by the assignee holding the Interest to be purchased. The purchase price of the Interest shall be the lesser of (i) the Fair Interest Value at the time the Company makes the election to purchase the Interest, or (ii) the Fair Interest Value at the time that the Member made the Assignment that is the subject of this option to purchase.

8.6 *Company Purchase of a Member's Interest upon a Termination Event.*

A. Upon a permitted withdrawal of a Member from the Company, or upon the death or incapacity of a Member (each a "Termination Event"), unless otherwise agreed by the withdrawing Member or the Successor to any deceased or incapacitated Member (each a "Transferring Member") and the Manager(s), such Transferring Member shall sell such Member's Interest to the Company, and the Company shall purchase such Member's Interest, all as provided in this Section 8.6. All decisions of the Company with respect to the purchase of the Interest of a Transferring Member shall be made by the Manager(s).

C. The purchase price of such Transferring Member's Interest shall equal its Fair Interest Value determined in accordance with this Agreement as of the date on which the Termination Event occurred.

D. If the Termination Event triggering a purchase and sale hereunder is the approved withdrawal of a Member, the closing of the purchase and sale of the Transferring Member's Interest shall be thirty (30) days after the date of the Termination Event, unless otherwise mutually agreed by the Transferring Member and the Manager(s). If the Termination Event triggering a purchase and sale hereunder is the death or incapacity of a Member, the closing of the purchase and sale of the Transferring Member's Interest shall be six (6) months after the date of the Termination Event, unless otherwise mutually agreed by the Transferring Member and the Manager(s). In any case, the closing may be reasonably postponed to permit determination of Fair Interest Value as provided herein. At the time and place provided for the closing (a) the Transferring Member shall tender to the Company an Assignment of the transferred Interest, duly executed and free of any liens, encumbrances, or security interests, and (b) the Company shall tender to the Transferring Member the purchase price of the transferred Interest. The purchase price shall be paid, without interest, in cash or by certified or bank check.

8.7 *Substitute Members.* No assignee of a Member's Interest shall have the right to be admitted as a Substitute Member with respect to any Interest in place of such assignee's assignor unless: (a) the assignor shall designate in writing satisfactory to the Manager(s) the Member-assignor's intention that such assignee is to become a Substitute Member; (b) the assignee shall agree in writing to be bound by all of the terms of this Agreement in a written instrument satisfactory to the Manager(s); (c) the Manager(s) shall consent in writing to the admission of the assignee as a Substitute Member; (d) the assignee shall execute and/or deliver such instruments as the Manager(s) deem necessary or desirable to effect such assignee's admission as a Substitute Member and to evidence such assignee's acceptance of the terms of this Agreement; and (e) the assignee shall pay all reasonable expenses in connection with such assignee's admission as a Substitute Member.

8.8 *Withdrawal.* A Member may not withdraw from the Company without the prior written consent of the Manager(s).

ARTICLE IX

Books, Records, and Company Information

9.1 *Books and Records.* The Company shall maintain records as are pertinent to the Company's

business operations.

9.2 *Accounting and Tax Information.* The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting method followed by the Company for federal income tax purposes. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The Manager(s) shall use their collective best efforts to cause the Company to deliver to each Member within ninety (90) days after the end of each Fiscal Year all information necessary for the preparation of such Member's federal income tax return.

9.3 *Protection of Trade Secrets.* Each Member agrees to protect and not to misappropriate the trade secrets and confidential information of the Company. The parties agree that the foregoing restriction is reasonable in scope and that the breach of such restriction would result in irreparable harm to the Company for which damages would be an inadequate remedy. Accordingly, this restriction may be specifically enforced in any court of competent jurisdiction by the Company, by the Manager(s), any Member of the Company, or by any successor to the Company.

ARTICLE X

Dissolution

10.1 *Dissolution.* The Company shall dissolve and its affairs shall be wound up upon the first to happen of (a) the sale of all or substantially all of the assets of the Company, or (b) approval of the dissolution of the Company by the Members.

10.2 *Liquidation.* Upon dissolution of the Company, the assets of the Company shall be liquidated by the Manager(s) as promptly as practicable. The provisions of this Section shall be subject to the rights of the Members to continue the business of the Company for the purpose of winding up the affairs of the Company. During the liquidation of the Company, the Manager(s) shall have sole discretion to determine whether any asset is suitable for public or private sale and all assets of a saleable value (as determined by the Manager(s)) shall be sold. It is agreed that any Member may purchase said assets at said sale. The Manager(s) shall give at least fifteen (15) days' prior written notice to the Members of any such liquidating sale of all or any part of the Company's assets, which notice shall specify the assets to be sold and the time, date, location, and conditions of sale. Upon liquidation of the assets of the Company, the cash proceeds from the sale of Company assets and the other unliquidated assets of the Company shall be applied in the following order of priority:

(i) To the payment, to the extent required by any lender or creditor, including Members who are creditors, of all debts, obligations, and liabilities of the Company and to the payment of taxes then due and payable. Should there be any contingent debts, commitments, obligations, or liabilities, a reserve shall be set up to meet such items, and if and when or to the extent that said contingency shall cease to exist, the moneys or other assets, if any, in reserve, shall be distributed as hereinafter provided in this Section 10.2:

(ii) To the Members, an amount equal to their remaining Capital Account balances, after giving effect to all contributions, distributions, and allocations for all periods; and

(iii) Any balance, to the Members in accordance with their Percentage Interests.

10.3 *Final Accounting.* Upon dissolution and liquidation, a statement prepared by the Manager(s) shall be sent to each Member within sixty (60) days after liquidation setting forth the assets and liabilities of the Company.

10.4 *Articles of Dissolution.* Not later than thirty (30) days following the dissolution and winding up of the Company, the Manager(s) or their successors shall file or cause to be filed Articles of Dissolution with the Secretary of the Commonwealth of Massachusetts in accordance with the Act.

ARTICLE XI

Interested Transactions; Loans by Members

11.1 *Interested Transactions.* With the approval of the disinterested Members, any Member or Affiliate of a Member may act as attorney for, deal and contract with, and be employed by the Company, and any Member or Affiliate of a Member may be in any manner interested in or connected with any corporation, association, or business in which the Company is directly or indirectly interested, all in the same manner and with the same freedom as though such Member were not a Member and without accountability for any profit, benefit, or compensation received in connection with such actions or relationships, none of which shall be void or voidable by reason of such relationship; *provided, however*, that the terms of any such dealings, contracts, or employment shall be no less favorable than those of a similar transaction with an independent third party.

11.2 *Loans by Members.* If a Member shall make loans or lend money to the Company or advance monies on its behalf, the amount of any such loan or advance shall not be an increase in the Capital Contribution of such Member, entitle such Member to any increase in such Member's Percentage Interest or share of the Profits or distributions of the Company, nor subject such Member to any greater proportion of the Losses which the Company may sustain, unless otherwise agreed by such Member and the Manager(s). Any and all loans or money lent to the Company shall be repayable on such terms and conditions as shall be agreed upon by the advancing Member and the Manager(s).

ARTICLE XII

Indemnification and Exclusion of Liability

12.1 *Indemnification.* Subject to the exclusions hereinafter set forth, the Company will indemnify an Indemnified Person against and defend and hold the Indemnified Person harmless from any Damage or Expenses.

12.2 *Exclusions.* The Company will not be liable to pay any Damages or Expenses: (a) for which payment is actually made to or on behalf of the Indemnified Person under such 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 (i) a breach of the Indemnified Person's duty of loyalty to the Company or its Members, (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) liability imposed pursuant to the provisions of the Act, or (iv) any transaction from which the Indemnified Person derived an improper personal benefit; or (d) if a final judgment or other final adjudication determines that such payment is unlawful (each an "Excluded Claim").

12.3 *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, notify the Company of the commencement thereof. If, at the time of the receipt of such notice, the Company has any 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, all Damage and Expenses payable as a result of such Proceeding in accordance with the terms of such policies.

12.4 *Indemnification Procedures.*

A. *Payment of Damages.* The Company shall reimburse the Indemnified Person for, or pay on behalf of the Indemnified Person, the amount of any Damage which results from a claim which is not an Excluded Claim within sixty (60) days of the Indemnified Person's written request for reimbursement for or payment of an item of Damage.

B. *Advance Payment of Expenses.* Payment of an Indemnified Person's Expenses in advance of the final disposition of any Proceeding will be made within twenty (20) days of the Indemnified Person's written request therefor, so long as (i) the defense of the claim against the Indemnified Person is not undertaken pursuant to any liability insurance maintained by the Company, (ii) the Indemnified Person has executed a written agreement to repay the Company for any Expenses if it is thereafter determined that the Proceeding involved an Excluded Claim or that the Indemnified Person was otherwise not entitled to indemnification, and (iii) the Expenses do not in and of themselves constitute an Excluded Claim.

12.5 *Settlement.* The Company will have no obligation to indemnify the Indemnified Person under this Article for any amounts paid in settlement of any Proceeding effected without the Manager(s)'s prior written consent. The Manager(s) will not unreasonably withhold or delay the consent to any proposed settlement. The Manager(s) 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.

12.6 *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, any vote of Members, 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.

12.7 *Enforcement.*

A. *In General.* The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction.

B. *Costs and Expenses.* In the event that any action is instituted by the Indemnified Person under this Article to enforce or interpret any of the terms of this Article, 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.

12.8 *Successor and Assigns.* This Article 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.

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

12.10 *Acceptance by Indemnified Person.* This Article will apply and the benefits hereof will be available to each Manager, Member and officer, if any, of the Company who by accepting his, her or its respective position and serving on behalf of the Company will be deemed to have accepted the provisions of this Article and to have agreed to abide by the terms contained herein.

12.11 *Exclusion from Liability.* In accordance with the Articles of Formation of the Company and without limiting rights of indemnification hereunder, no Manager or Member shall have personal liability to the Company or to the Members for monetary damages for breach of such Member's duty as a Member; *provided, however,* that this provision shall not eliminate or limit the liability of such Manager or Member (i) for any breach of the Manager or Member's duty of loyalty to the Company or to the Members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the Manager or Member derived an improper personal benefit.

ARTICLE XIII

Miscellaneous

13.1 *Tax Matters Member.* The Manager(s) shall be the "Tax Matters Member." The Tax Matters Member may be changed by the Members in accordance with the Code. The Tax Matters Member shall keep each Member informed of all administrative and judicial proceedings for the adjustment at the Company level of the treatment for federal income tax purposes of items within the meaning of Section 6223(g) of the Code, and shall have all of the obligations, rights, and authority to bind the Members in connection with such proceedings as set forth in Sections 6221 through 6231 of the Code. The Company shall pay all expenses of the Tax Matters Member incurred in connection with the conduct of such proceedings on behalf of the Members, but the

Company shall not be required to pay the expenses of any other Member who elects to participate in such proceedings. The Members shall promptly inform the Tax Matters Member of any change in their addresses. The Tax Matters Member shall not be liable to the Company or to any Member for any loss or expense, or disallowance of deduction, credit, or beneficial tax treatment of any item of Company income or Loss arising from the conduct, settlement, or final adverse determination of the administrative or judicial proceedings described above; *provided, however*, that such Tax Matters Member acted in good faith and not with misconduct or in willful breach of the fiduciary duties hereunder.

13.2 *Notices.* Any notices required to be given hereunder shall be effective if hand delivered, sent by generally recognized overnight courier service (charges prepaid), emailed, or mailed to the Manager and Company at the principal place of business as set forth in Section 1.3 hereof and to the Members entitled to notice at the email and address set forth above or as otherwise set forth in the records of the Company as of the date notice is given. If mailed, notice shall be deemed to be delivered to the Company (i) when deposited in the United States mail, with postage thereon prepaid, and (ii) when emailed or faxed, notice shall be deemed to be delivered when emailed or faxed to a Manager, Member of the Company at the email address or fax number provided by the Manager, Member or Company. Manager(s) or any Member may also indicate counsel to whom a courtesy copy of any such notice is to be provided.

13.3 *Governing Law.* The provisions of this Agreement shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts without regard to its conflict of laws rules.

13.4 *Pronouns.* In any place in this Agreement where the context may require it, feminine or masculine pronouns shall be substituted for those of the neuter gender, the plural for the singular, and the singular for the plural.

13.5 *Titles.* The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

13.6 *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of all parties hereto and their heirs. Successors, assigns, and legal representatives.

13.7 *Severability.* If any provision of this Agreement is determined by a court to require the Company to perform or to fail to perform an act which is in violation of applicable law, this Agreement shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, this Agreement shall be enforceable in accordance with its terms.

13.8 *Counterparts.* This Agreement may be signed in one or more counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart, *provided, however*, that no such counterpart shall be binding on the Company unless accepted in writing by the Manager(s).

13.9 *Amendment.* This Agreement may be amended only with the majority approval of the Members.

By signing below, each of the undersigned adopt the foregoing Operating Agreement for themselves as Manager and Members on behalf of the Company as of the day and year first set forth above.

MANAGER



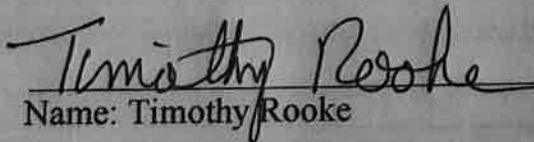
Name: John Gallaher

MEMBER



Name: John Gallaher

MEMBER



Name: Timothy Rooke

**SCHEDULE A
TO
OPERATING AGREEMENT
OF
311 PAGE BLVD LLC**

Name / Address	Percentage Interest (%)
John Gallaher jgallaher@weedwrx.com 648 Broadway New York, NY 10012	51.00
Timothy Rooke va083197@aol.com 63 Woodcrest Rd. Springfield, MA 01129	49.00

ATTACHMENT B

5.3. Allocations; Special Rules.

Definitions.

“Member Loan Nonrecourse Debt Minimum Gain” has the meaning attributed to “partner nonrecourse debt minimum gain” in Treasury Regulation Section 1.704-2(i)(3), where the word “partner” shall be deemed to refer to a Member.

“Member Loan Nonrecourse Deductions” means any deductions of the Company that are attributable to a nonrecourse liability for which a Member bears the risk of loss within the meaning of Treasury Regulation Section 1.704-2(i).

“Minimum Gain” means the amount determined by computing, with respect to each nonrecourse liability of the Company, the amount of Profits, if any, that would be realized by the Company if it disposed of (in a taxable transaction) the property subject to such liability in full satisfaction thereof and for no other consideration, and by then aggregating the amounts so computed, in accordance with Treasury Regulation Section 1.704-2(d). For purposes of determining the amount of such Profits with respect to a liability, the adjusted basis for federal income tax purposes of the asset subject to the liability shall be allocated among all the liabilities that the asset secures in the manner set forth in Treasury Regulation Section 1.704-2(d)(2). If Company property subject to one or more nonrecourse liabilities of the Company is, under Treasury Regulation Section 1.704-1(b)(2)(iv)(d), (f), or (r), properly reflected on the books of the Company at a book value that differs from the adjusted tax basis of such property, then the determination of Minimum Gain shall be made with reference to such book value.

“Nonrecourse Deductions” has the meaning set forth in Treasury Regulation Section 1.704-2(c). The amount of Nonrecourse Deductions for a Fiscal Year of the Company equals the net increase, if any, in the amount of Minimum Gain during that Fiscal Year, determined according to the provisions of Treasury Regulation Section 1.704-2(c).

“Qualified Income Offset Amount” for a Member means the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year after giving effect to the following adjustments: (i) credit to such Capital Account an amount equal to the sum of (a) the Member’s Share of Minimum Gain immediately prior to the allocation or distribution, (b) the Member’s allocable share of any recourse indebtedness of the Company as determined under Section 752 of the Code, and (c) any unconditional obligation of such Member to contribute additional amounts to the capital of the Company in the future (to the extent not previously taken into account in determining such Member’s share of **recourse liabilities of the Company**), and **(ii) debit to such Capital Account the allocations or distributions described in Section 5.3A(ii) that, as of the end of the taxable year, are reasonably expected to be made to such Member.**

“Share of Minimum Gain” means, for each Member, the excess of (a) the sum of (i) the aggregate Nonrecourse Deductions allocated to such Member and such Member’s predecessors in interest up to that time, and (ii) the aggregate distributions to such Member and such Member’s predecessors in interest up to that time of proceeds of a nonrecourse liability that are allocable to an increase in Minimum Gain, over (b) the sum of (i) the aggregate share of the net decrease in

Minimum Gain allocated to such Member and such Member's predecessors in interest up to that time, and (ii) the aggregate share of the decreases in Minimum Gain resulting from revaluations of Company property subject to one or more nonrecourse liabilities of the Company allocated to such Member and such Member's predecessors in interest up to that time.

A. Qualified Income Offset.

(i) Notwithstanding anything to the contrary contained in this Agreement, in no event shall Losses of the Company be allocated to a Member if such allocation would result in such Member having a Qualified Income Offset Amount. All Losses in excess of the Qualified Income Offset Amount shall be allocated first to those Members who would not have a Qualified Income Offset Amount after taking into account such allocation, and next among the Members in accordance with the provisions of Section 5.3A(ii).

(ii) Notwithstanding any other provision of Article V, in the event any Member unexpectedly receives (a) an adjustment to the Capital Account balance of such Member as described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (b) an allocation to such Member of loss or deduction of the type described in Treasury Regulation Section 1.704-1 (b)(2)(ii)(d)(5), or (c) a distribution to such Member in excess of any offsetting increase in the Member's Capital Account balance during or prior to the year of distribution, items of Company Profits and of income that constitute a credit to such Member's Capital Account shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations under Code Section 704(b), the Qualified Income Offset Amount created by such adjustments, allocations, or distributions as quickly as possible; *provided, however*, that an allocation pursuant to this Section 5.3A(ii) shall be made only if and to the extent that such Member would have a Qualified Income Offset Amount after all other allocations provided for in Article V have been tentatively made as if this Section 5.3A(ii) were not in this Agreement.

B. Minimum Gain Allocation.

(i) Notwithstanding any other provisions of Article V, if in any year there is a net decrease in the amount of the Company's Minimum Gain, each Member will be allocated items of Profits and gain for such year equal to that Member's share of the net decrease in Minimum Gain, within the meaning of Treasury Regulation Section 1.704-2(g)(2), and subject to the exceptions set forth in Treasury Regulation Section 1.704-2(f).

(ii) Allocations of Profits and gain (hereinafter referred to as a "Minimum Gain Chargeback") required pursuant to this Section 5.3B shall consist first of gains recognized from the disposition of items of Company property subject to one or more nonrecourse liabilities of the Company to the extent of the decrease in Minimum Gain attributable to the disposition of such items of property (or if such gains exceed the amount of the Minimum Gain Chargeback required for such taxable year, the Minimum Gain Chargeback shall consist of a proportionate share of each such gain), and the remainder of such Minimum Gain Chargeback shall consist of a pro rata portion of the other items of Profits and gain of the Company for that year. If the amount of the Minimum Gain Chargeback requirement exceeds the Company's Profits and gains for the taxable year, the excess shall carry over to subsequent years.

C. *Member Loan Nonrecourse Debt Minimum Gain.* If in any year there is a net decrease (within the meaning of Treasury Regulation Section 1.704-2(i)(3)) in Member Loan Nonrecourse Debt Minimum Gain, any Member with a share of that Member Loan Nonrecourse Debt Minimum Gain (determined under Treasury Regulation Section 1.704-2(i)(3)) as of the beginning of the year shall be allocated items of Profits and gains for that year (and, if necessary, subsequent years) equal to that Member's share of the net decrease in Member Loan Nonrecourse Debt Minimum gain in accordance with Treasury Regulation Section 1.704-2(i)(4).

D. *Nonrecourse Deductions.* Nonrecourse Deductions for any Fiscal Year or other period shall be allocated among the Members in proportion to their Percentage Interests.

E. *Member Loan Nonrecourse Deductions.* Any Member Loan Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the loan to which such Member Loan Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(1).

F. Section 704(c) Allocations.

(i) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, Loss, and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Gross Fair Market Value.

(ii) In the event the Gross Asset Value of any Company property is adjusted pursuant to Section 5.05A hereof, subsequent allocations of income, gain, Loss, and deduction with respect such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder.

(iii) Any elections or other decisions relating to Section 704(c) allocations shall be made by the Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing any Member's Capital Account, share of Book Profits and Losses, distributions, or other items pursuant to any provision of this Agreement.

G. *Section 754 Election.* Appropriate adjustments shall be made in the allocations to the Members under Article V in order to reflect adjustments in the basis of Company property permitted pursuant to an election if made by the Members under Section 754 of the Code. The Company will make the basis adjustments and calculate depreciation deductions in accordance with such adjustments only for those transferees who supply information to the Members that enables the Members to determine when, and at what price, the transferee acquired its interest.

H. *Regulatory Allocations.* The allocations set forth in Sections 5.3A, 5.3B, 5.3C, 5.3D, 5.3E and 5.3F (the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulation Section 1.704-1(b). It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special

allocations of other items of Profits, Losses, and items of income, gain, Loss, or deduction pursuant to this Section 5.3H. Therefore, notwithstanding any other provision of Article V (other than the Regulatory Allocations), the Members shall make such offsetting special allocations of Profits, Losses, and items of income, gain, Loss, or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Capital Account balance is, to the extent possible, equal to the Capital Account balance each Member would have had if the Regulatory Allocations were not part of this Agreement and all items were allocated pursuant to Section 5.2. In exercising their discretion under this Section 5.3H, the Members shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.



William Francis Galvin
Secretary of the
Commonwealth

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

November 30, 2020

TO WHOM IT MAY CONCERN:

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

311 PAGE BLVD LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 14, 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:
TIMOTHY ROOKE

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



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: L0130160960
Notice Date: December 15, 2020
Case ID: 0-001-048-212



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



311 PAGE BLVD LLC
63 WOODCREST RD # SPRINGFIELD
SPRINGFIELD MA 01129-2116

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, 311 PAGE BLVD 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!

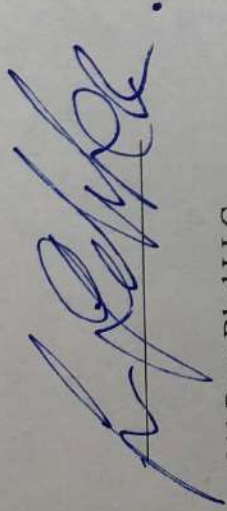
Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- 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

**Department of Unemployment Assistance
Certificate of Compliance Request**

I, Tom Gallaher, do hereby certify that I have been unable to register 311 Page Blvd LLC with the Department of Unemployment Assistance and request a certificate of compliance because 311 Page Blvd LLC does not currently have any employees. As soon as 311 Page Blvd LLC can register with the Department of Unemployment Assistance, we will provide the Cannabis Control Commission with a Certificate of Compliance.

A handwritten signature in blue ink, appearing to read 'Tom Gallaher', is written over a horizontal line.

311 Page Blvd LLC

Date: 12/16/20

Plan for Obtaining Liability Insurance

(This document is a summary of 311 Page Blvd LLC's plan to obtain liability insurance.)

I. Purpose

The purpose of this plan is to outline how 311 Page Blvd LLC ("311 Page") will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

II. Research

311 Page has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the 311 Page once we receive a Provisional License.

III. Plan

1. Once 311 Page receives its Provisional Marijuana Establishment License we will engage with an insurance provider who is experienced in the legal marijuana industry.
 - a. 311 Page will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
 - b. The deductible for each policy will be no higher than \$5,000 per occurrence.
2. In the event that 311 Page cannot obtain the required insurance coverage, 311 Page will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
 - a. 311 Page will replenish this account within ten business days of any expenditure.
3. 311 Page will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.



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1. EXECUTIVE SUMMARY

311 Page was founded by Tim Rooke who hoped to establish a locally owned cannabis establishment in his hometown of Springfield. 311 Page Blvd LLC (“311 Page”) was chosen as one of four applicants by the City of Springfield to receive a host community agreement as part of the City’s rigorous Phase 1 Request for Qualifications/Request for Proposals. 311 Page negotiated a host community agreement with the City on September 19, 2019 and subsequently received a Special Permit from the City Council on November 19, 2019. Mr. Rooke is a lifelong resident of Massachusetts and has held numerous positions in public service throughout Springfield and the Commonwealth. He hopes to create a successful business that benefits the City of Springfield and develops long-term partnerships with area charities and organizations.

311 Page will offer a wide variety of marijuana and marijuana products at its retail location and will stand out by prioritizing community service and involvement that is unmatched by any other marijuana establishment in Massachusetts. 311 Page intends to make its Springfield location its flagship store and may to other key locations in Western Massachusetts.

Our **Mission Statement** is to provide a safe, secure, and convenient adult-use retail marijuana establishment to the City of Springfield that prioritizes the customer experience and emphasizes local ownership.

2. COMPANY OVERVIEW

311 Page Blvd LLC (“311 Page”) was formed as a limited liability company in order to apply for an adult-use Retailer license from the Cannabis Control Commission (“CCC”). 311 Page has prepared its application to the CCC and intends to submit in August 2020. 311 Page intends to focus its business in Springfield and should it choose to expand, will seek to identify additional locations in Western Massachusetts. 311 Page wants to ensure that Massachusetts’ more rural areas have access to safe, tested cannabis and cannabis products.

311 Page was formed by Timothy Rooke. Born in Springfield, Tim’s entire academic and professional career has been rooted in Springfield. Tim attended American International College and began his career in Springfield in the Office of the Mayor under Mayor Richard E. Neal. After a successful run for Congress, Tim joined Congressman Neal’s Springfield congressional office where he handled and processed constituent inquiries and requests. In 1995, Tim left the Congressman’s office to join Chase, Clarke, Stewart & Fontana Insurance where he had a successful career developing and managing a team of professions from within the agency. Tim rose to position of Vice President before leaving to join Axia Insurance Services where he wrote \$2 million in new business within his first two years. Notably, Tim served on the Springfield City Council as At-large City Councilor from 1995 until 2018 when he chose not to seek re-election. During his time on the City Council, Tim played an active leadership role in Springfield’s fiscal recovery, worked with the Chamber of Commerce to narrow the tax gap between business and residential tax rates and worked with the Buildings Trades Union to ensure the MGM Casino was built using only Union Labor. Tim chose to get involved with in the cannabis industry because he sees it as an emerging industry that can translate into valuable tax revenue for Springfield to assist the City on its positive economic path.

3. BUSINESS DESCRIPTION

311 Page LLC (“311 Page”) has a host community agreement from the City of Springfield to operate a Retail Marijuana Establishment. The company intends to provide consumers in Springfield and surrounding areas with access to a variety of independently-tested cannabis and cannabis products. 311 Page will accomplish this goal by entering into wholesale agreements with licensed Massachusetts marijuana cultivators and product manufacturers. These wholesale agreements will ensure a sufficient supply of cannabis and cannabis products at the company’s retail location to meet the needs of its consumers.

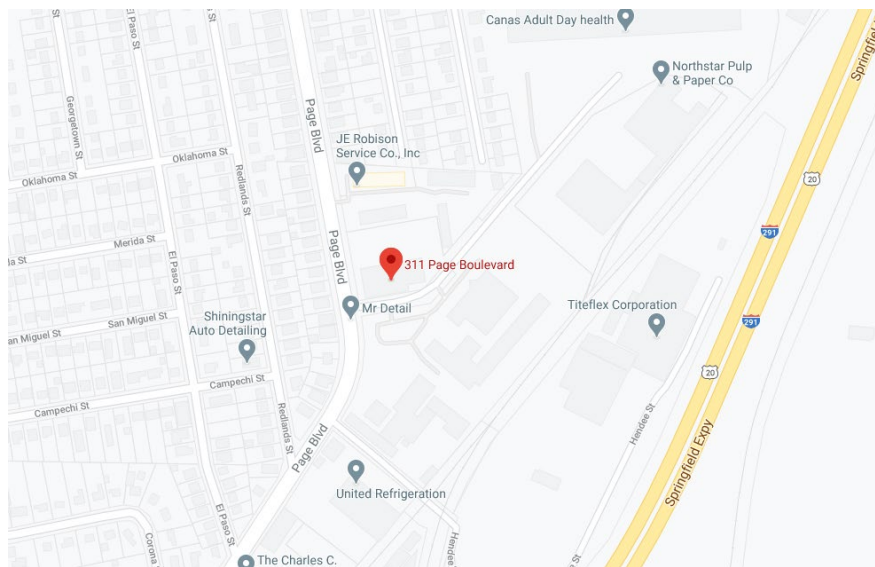
311 Page intends to set itself apart from other marijuana businesses in the Hampden County area by finding unique and meaningful ways to give back to its neighboring community. Mr. Rooke has close ties with the City and has formed a Community Advisory Board to offer insight on how best 311 Page can serve areas of need in Springfield. 311 Page intends to utilize the experience and knowledge of its Advisory Board to ensure that the City of Springfield, its municipal officials, local businesses, and residents view the company as a good neighbor and community partner.

A key motivation for Mr. Rooke is filling a need in Hampden County for safe, tested, and reliable cannabis and cannabis products. With many municipalities opting to ban adult-use retail marijuana establishments, Springfield is one of the few communities in Hampden County willing to host retail marijuana establishment. Without convenient, accessible, and secure retail marijuana establishments, consumers are faced with long drives to marijuana establishments in other areas of Massachusetts or must resort to the illicit market for cannabis. 311 Page addresses these problems by giving consumers a locally-owned and safe retail option to purchase cannabis and cannabis products.

Municipal cooperation, input, and support is an essential aspect of the cannabis industry in Massachusetts. In turn, cannabis businesses support their municipalities through a community impact fee that is equal to 3% of the total gross sales at the marijuana establishment. 311 Page has negotiated this fee as part of their host community agreement with the City of Springfield and understands that these funds will go toward supporting vital community services.

4. RETAIL LOCATION DESCRIPTION

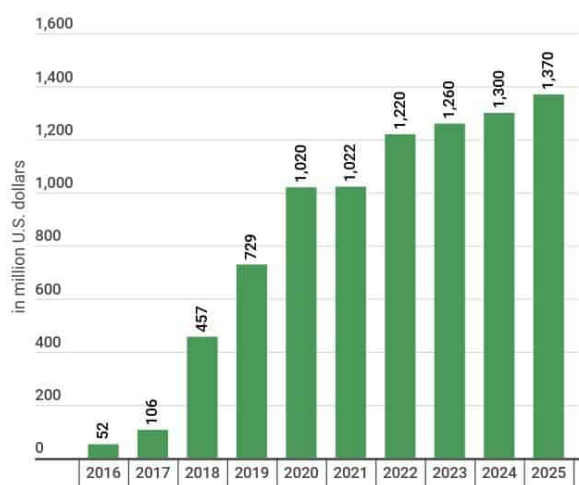
Tim Rooke has entered into a Letter of Intent to lease the property located at 311 Page Boulevard in Springfield, MA 01104. The property is located in the East Springfield neighborhood in a split zoning district consisting of Industrial A and Business B. The leased premises are approximately 7,650 square feet. 311 Page Blvd LLC intends to utilize roughly 3,500 square feet (under 2,500 square feet dedicated to Dispensary Floor) to build out the retail storefront complying with all City Zoning Ordinances. The remaining space will be a multi-use area may be utilized as community space. The proposed location is located in a large industrial park area of East Springfield. This area is a generally low-trafficked area by vehicles and has little pedestrian traffic on a routine day.



5. MARKET ANALYSIS

As of January 1, 2020, adult-use marijuana is legal in 11 states and medical-use marijuana is legal in 33 states. Market experts and analysts suggest that legal marijuana sales in the United States should triple over the next five years from \$11.2 billion in 2019 to \$30.4 billion by 2023. The adult-use market alone is expected to grow from \$7 billion in sales in 2019 to \$22 billion in sales by 2023, keeping in trend with the projected threefold increase of the market.

Estimate of Cannabis Sales Value in
Massachusetts, 2016 - 2025 (in Million USD)

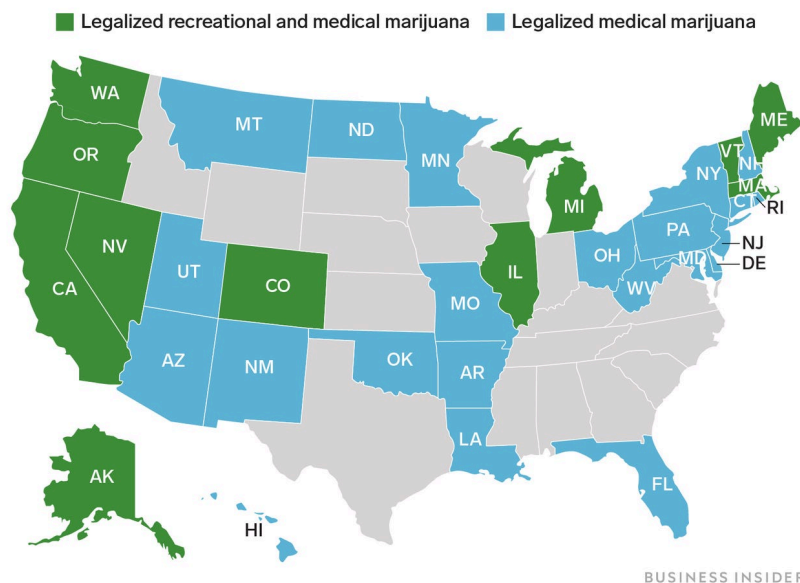


Sources: New Frontier Data

Created by AmericanMarijuana.org

survey. Those surveyed who are 65 or older reported a 107% increase in marijuana since the previous survey. These numbers are expected to increase as the stigma surrounding marijuana use continues to diminish and medical- and adult-use marijuana and marijuana products become more readily available.

States where marijuana is legal



Experts predict that cannabis sales in Massachusetts will grow from \$729 million in 2019 to \$1.37 billion by 2025. As border states like New York continue to debate whether or not to legalize adult-use marijuana, Massachusetts will continue to see a boost in sales from these out-of-state customers who are unable to purchase adult-use marijuana and marijuana products in their own states. A 2019 study out of New York University and supported by the National Institute on Drug Abuse found that a 2015 – 2016 survey reported that marijuana use for 50 to 64 year olds increased by 27% since the 2012 – 2013

6. FINANCIAL PROJECTIONS

311 Page Blvd LLC (“311 Page”) hopes to receive its Provisional License from the Cannabis Control Commission in Q1 of 2021. This will allow 311 Page to build out its retail establishment and request Final Licensure by Q2 of 2021 and commence operations in early 2021. The company has been working hard to compile all of the information necessary to submit its application to the Cannabis Control Commission. Mr. Rooke expects the application to be submitted by August 25, 2020. As 311 Page progresses through the licensure process with the Commission, it will begin the layout and design process of its retail location. It is estimate that the proposed build-out of the retail store will cost roughly \$750,000. This includes architectural plans, security systems, and build-outs of limited access areas and consumer areas. 311 Page’s estimated five year financial projections are included below. As more stores open in Springfield, 311 Page expects to seem some decline in gross revenue over the course of the first five years.

FIVE-YEAR FINANCIAL PROJECTIONS					
311 Page LLC	January 1, 2020				
REVENUE	Year 1	Year 2	Year 3	Year 4	Year 5
Gross Revenue	\$7,500,000	\$7,200,000	\$7,000,000	\$7,100,000	\$7,150,000
EXPENSES	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries & Wages	\$450,000	\$495,000	\$562,500	\$585,000	\$675,000
Community Impact Fee	\$225,000	\$216,000	\$210,000	\$213,000	\$214,500
Cost of Goods Sold	\$3,000,000	2,880,000	\$2,800,000	\$2,840,000	\$2,860,000
Other Operating Costs and Taxes	\$1,750,000	\$1,450,000	\$1,200,000	\$1,250,000	\$1,350,000
Total Expenses	\$5,425,000	\$5,041,000	\$4,772,000	\$4,888,000	\$5,099,500
NET INCOME	\$2,075,000	\$2,159,000	\$2,228,000	\$2,212,000	\$2,050,500

Personnel Policies

It is 311 Page Blvd, LLC's ("311 PAGE") policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. 311 PAGE will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, determined by 311 PAGE to be involved in discriminatory practices are subject to disciplinary action and may be terminated. 311 PAGE strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of 311 PAGE that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. 311 PAGE will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All 311 PAGE policies will include a staffing plan and corresponding records in compliance with 935 CMR 500.105(1)(h) and ensure that all employees are aware of the alcohol, smoke, and drug-free workplace policies in accordance with 935 CMR 500.105(1)(j). 311 PAGE will also implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(k). 311 PAGE will enforce a policy for the immediate dismissal of agents for prohibited offenses including but not limited to diversion of marijuana, unsafe practices, or a conviction or guilty pleas for a felony charge of distribution to a minor according to 935 CMR 105(1)(l).

All 311 PAGE employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by 311 PAGE and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

Maintaining of Financial Records

311 Page Blvd, LLC (“311 PAGE”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

311 PAGE will conduct monthly sales equipment and data software checks and initiate reporting requirements for discovery of software manipulation as required by 935 CMR 500.140(6)(d). 311 PAGE will not utilize software or other methods to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(c). 311 PAGE will 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. 311 PAGE will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If 311 PAGE determines that software had been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data we will: disclose the information to the Commission; cooperate with the Commission in an investigation relative to data manipulation; and take other action as directed by the Commission to comply with the applicable regulations. Pursuant to 935 CMR 500.140(6)(e), 311 PAGE will comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

311 PAGE will implement separate accounting practices for marijuana and non-marijuana sales pursuant to 935 CMR 500.140(6)(f).

Following the closure of 311 PAGE, all records will be kept for at least two years at the expense of 311 PAGE and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Financial records shall be kept for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

Quality Control and Testing of Product

Pursuant to 935 CMR 500.160, 311 Page Blvd, LLC (“311 PAGE”) will not sell or market any marijuana product that is not capable of being tested by Independent Testing Laboratories, including testing of marijuana products and environmental media. 311 PAGE will implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by 311 PAGE for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to 311 PAGE by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). 311 PAGE will never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

In accordance with 935 CMR 500.130(2), 311 PAGE will prepare, handle and store all edible marijuana products in compliance with the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. In addition, 311 PAGE’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination.

Pursuant to 935 CMR 500.105(11)(a)-(e), 311 PAGE will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. 311 PAGE will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. 311 PAGE storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The 311 PAGE storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

311 PAGE has a Quality Manager who will oversee the manufacturing at the 311 PAGE facility to maintain strict compliance with DPH regulations and protocols for quality control and analytical testing. In accordance with 935 CMR 500.160 311 PAGE grow areas are monitored for temperature, humidity, and CO2 levels this monitoring helps reduce the risk of crop failure. Ethical pest management procedures are utilized to naturally maintain a pest free environment alongside our True Living Organics (“TLO”) growing method.

All Marijuana Infused Products (“MIPs”) are produced using good manufacturing practices and safe practices for food handling to ensure quality and prevention of contamination.

All 311 PAGE agents whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers specified in 105 CMR 300.000:

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Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements. All 311 PAGE agents working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including personal cleanliness and thorough handwashing. The hand-washing facilities will be adequate and convenient with running water at a suitable temperature and conform with all requirements of 935 CMR 500.105(3)(b)(3).

311 PAGE will provide sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations, in accordance with 935 CMR 500.105(3)(b)(4). Litter and waste will be properly removed and disposed of and the operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12). The floors, ceilings and walls will be constructed in a way that allows them to be adequately cleaned and in good repair. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition in compliance with 935 CMR 500.105(3)(b)(9). All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.

Pursuant to 935 CMR 500.105(3)(b)(11), 311 PAGE's water supply will be sufficient for necessary operations able to meet our needs. The plumbing requirements of 935 CMR 500.105(3)(b)(12) will be met through adequate size and design and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the 311 PAGE facility. 311 PAGE will also provide our employees with adequate, readily accessible toilet facilities that are maintained in sanitary condition and in good repair. All products that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms.

Our quality assurance manager will ensure all batches of Marijuana and MIPs will be tested, by an independent testing laboratory pursuant to 935 CMR 500.160. All products shall be tested for the cannabinoid profile and for contaminants as specified by the Department, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides.

Environmental media will be tested in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Department of Public Health pursuant to 935 CMR 500.160(1).

All testing results will be maintained by 311 PAGE for no less than one year in accordance with 935 CMR 500.160(3).

Samples that pass testing will be packaged for use or utilized in MIPs.

Samples that fail testing will be reported and destroyed. Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Qualifications and Training

Pursuant to 935 CMR 500.105(2)(a) 311 Page Blvd, LLC (“311 PAGE”) will ensure all dispensary agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Dispensary agents will be trained for one week before acting as a dispensary agent. At a minimum, staff shall receive eight hours of on-going training annually. New dispensary agents will receive employee orientation prior to beginning work with 311 PAGE. Each department managed will provide orientation for dispensary agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of 311 PAGE that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. 311 PAGE will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees will be registered as agents, in accordance with 935 CMR 500.030. All 311 PAGE employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of 311 PAGE shall meet suitability standards of 935 CMR 500.800. Pursuant to 935 CMR 500.105(2) 311 PAGE will ensure that employees are trained on job specific duties prior to performing job functions.

Training will be recorded and retained in dispensary agents file. In accordance with 935 CMR 500.105(2) Responsible Vendor Program documentation must be retained for four (4) years. Training records will be retrained by 311 PAGE for at least one year after agents’ termination. Dispensary agents will have continuous quality training and a minimum of 8 hours annual on-going training.

Restricting Access to Age 21 or Older

Upon entry into the premise of 311 Page Blvd, LLC ("311 PAGE") by an individual, a 311 PAGE agent shall immediately inspect the individual's proof of identification. An individual shall not be admitted to the premise unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification.

311 PAGE's management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of 311 PAGE are 21 years of age or older. To verify an individual's age, a 311 PAGE Agent must receive and examine from the individual one of the following authorized government issued ID cards: Massachusetts issued driver's license; Massachusetts issued ID card; Out-of-state driver's license or ID card (with photo); Passport; or U.S. Military ID. To verify the age of the individual the Agent will use an Age Verification Smart ID Scanner that will be supplied by 311 PAGE. If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

311 PAGE will train all Retail and Security Agents on the verification and identification of individuals. All Agents will enroll in and complete the Responsible Vendor Training Program when it is available. This curriculum will include: Diversion prevention and prevention of sales to minors; and Acceptable forms of identification, including how to check identification, spotting false identification, provisions for confiscating fraudulent identifications, and common mistakes made in verification.

311 PAGE will have limited access areas identified with clear signage designating the access point for authorized personnel only, pursuant to 935 CMR 500.110(4). Identification badges will be required to be worn at all times by 311 PAGE employees while at the facility or engaged in transportation. 311 PAGE will positively identify all individuals seeking access to the facility to limit access solely to individuals 21 years or age or older.

While at the facility or transporting marijuana for the facility all 311 PAGE Agents must carry their valid Agent Registration Card issued by the Commission. All 311 PAGE Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card. All outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and shall be displayed at all times. Visitors shall be logged in and out and be escorted while at the 311 PAGE facility. The visitor log will be available for inspection by the Commission at all times. All visitor badges will be returned to 311 PAGE upon exit.

The following individuals shall be granted immediate access to the facility: Representatives of the Commission in the course of responsibilities authorized by Chapter 334 of the Acts of 2016, as amended by Chapter 55 of the Acts of 2017 or 935 CMR 500.000; representatives of other state agencies in the Commonwealth; emergency responders in the course of responding to an emergency; and law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

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All Limited Access areas will be clearly described by the filing of a diagram of the registered premises, as determined by the Commission, reflecting, where applicable, entrances and exits, walls, partitions, vegetation, flowering, processing, production, storage, disposal and retail sales areas. Access to Limited Access areas will be restricted to employees, agents or volunteers specifically permitted by 311 PAGE, agents of the Commission, state and local law enforcement and emergency personnel. All 311 PAGE employees will visibly display an employee identification badge issued by 311 PAGE at all times while 311 PAGE's Marijuana Establishments or transporting marijuana.

Separating Medical from Recreational Operations

311 Page Blvd, LLC (“311 PAGE”) does not intend to sell medical marijuana or marijuana products to registered qualifying patients at this time. As a result, 311 PAGE will not need to separate its recreational operations from its medical operations because it will only be conducting retail recreational operations.

Energy Efficiency

Pursuant to 935 CMR 500.105(15), 311 Page Blvd LLC (“311 PAGE”) will demonstrate consideration of ways in which to improve energy efficiency in its operations. This shall include identification of potential energy use reduction opportunities and a plan for implementation of such opportunities; Consideration of opportunities for renewable energy generation; strategies to reduce electric demand; and engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

Record Keeping

311 Page Blvd, LLC (“311 PAGE”) records will be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

311 PAGE will also keep all waste disposal records as required by 500.105(12), including record keeping procedures. 311 PAGE will ensure that at least 2 Marijuana Establishment Agents witness and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12). When the marijuana products or waste is disposed or handled, 311 PAGE will create and maintain a written or electronic record of the date, the type, and quantity disposed or handled, the manner of disposal or other handling, the location of the disposal or other handling, and the names of the Agents present during the disposal or handling, with their signatures. 311 PAGE will keep these records for at least 3 years.

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with 311 PAGE, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at the expense of 311 PAGE and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g). In accordance with 935 CMR 500.105(9), records of 311 PAGE will be available for inspection by the Commission upon request. 311 PAGE’s records will be maintained in accordance with generally accepted accounting principles. 311 PAGE will have all required written records and available for inspection, including all written operating procedures as required by 935 CMR 500.105(1) and business records as outlined by 935 CMR 500.105(9)(e).

Diversity Plan

I. Intent

311 Page Blvd, LLC (“311 PAGE”) has company-wide policies to ensure equity for all employees that promotes racial and gender equity. It is important to us to ensure that all individuals have the opportunity to be a part of our team. Furthermore, it is our belief that the more diverse and inclusive our team is the more successful 311 PAGE will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences and cultures.

II. Purpose

311 PAGE’s Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. We believe this plan will promote a positive work environment, that provides opportunities and equity to all employees. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company.

311 PAGE’s Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure equity among employees. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands.

Any actions taken, or programs instituted, by 311 PAGE will not violate the Cannabis Control Commission’s regulations with respect to limitations on ownership or control or other applicable state laws or regulations.

III. Proposed Initiatives, Goals and Metrics

GOAL 1: Recruit a diverse workforce that is as inclusive as possible with a goal of having a workforce made up of at least 50% women, 25% minorities, and 10% individuals who are LGBTQ+, have disabilities and/or are veterans.

Proposed Initiative: 311 PAGE will use all the resources available to it to accomplish our goal of recruiting a diverse workforce. 311 PAGE will participate in local job fairs, such as those hosted by the MassCBA, and advertise employment opportunities using diverse publications and mediums such as locally circulated newspapers and web-based platforms like diversityjobs.com. 311 PAGE will seek to participate in at least one job fair annually and will advertise employment opportunities as needed. 311 PAGE will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. 311 PAGE will engage with community groups and leaders, and its Community Advisory Board to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with 311 PAGE.

To ensure that our workplace is an inclusive environment and to promote equity among our team, all hiring managers will undergo training to address bias and cultural sensitivity.

Outcome Measure: 311 PAGE will measure how the diversity of new hires at 311 PAGE compares favorably to the local community in Springfield. 311 PAGE will also look at the percentages of women, minorities, and individuals who are LGBTQ+, have disabilities and/or are veterans annually. 311 PAGE will track retention rates and employee's satisfaction in addition to the diverse makeup of our workforce.

Measurement Frequency and Metrics: 311 PAGE will assess the demographic percentages of its workforce annually to assess its progress of meeting its goal of recruiting a diverse workforce. 311 PAGE will assess and review its progress within a year of the issuance of its provisional license and then annually after that time. Based upon this yearly review, 311 PAGE will determine its progress and be able to demonstrate proof of success or progress to the Commission upon the yearly renewal of its license.

GOAL 2: Ensure that all participants in our supply chain and ancillary services are committed to the same goals as we are to promote equity and diversity in this industry. 311 PAGE will have a goal of at least 15% of the participants in its supply chain and ancillary services identifying as being owned and/or managed by minorities, women, veterans, people with disabilities, and/or LGBTQ+ individuals.

Proposed Initiative: To accomplish this goal, 311 PAGE will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minorities, women, veterans, people with disabilities, and/or LGBTQ+ individuals. 311 PAGE will prioritize working with diverse businesses in our supply chain by reviewing offers from minorities, women, veterans, people with disabilities, and/or LGBTQ+ individuals owned business prior to any other service or contract offered.

Outcome Measure: 311 PAGE will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by minorities, women, veterans, people with disabilities and/or people of all gender identities and sexual orientations and calculate the percentage of services and members of its supply chain who meet this requirement. 311 PAGE's goal will be to work with a greater percentage of business who identify as one of the targeted groups as compared to businesses who do not.

Measurement Frequency and Metrics: 311 PAGE will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the targeted groups and give priority to these businesses. 311 PAGE will assess these percentages annually and be prepared to demonstrate proof of success or progress upon the yearly renewal of its license.

IV. Conclusion

311 PAGE will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set

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out in this Diversity Plan. While no specific organizations have yet been identified as a recipient of a financial donation, which may help in furthering 311 PAGE's goals within this diversity plan, we will contact and receive approval that a donation can be accepted prior to making any donation, financial or otherwise. Any actions taken, or programs instituted by 311 PAGE will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.