



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282297

Original Issued Date: 04/25/2025

Issued Date: 04/25/2025

Expiration Date: 04/25/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Blue Oak Angels LLC

Phone Number: 401-829-0466 Email Address: blueoakangelsllc@gmail.com

Business Address 1: 119 Herbert Street Business Address 2:
Business City: Framingham Business State: MA Business Zip Code: 01702
Mailing Address 1: 119 Herbert Street Mailing Address 2:
Mailing City: Framingham Mailing State: MA Mailing Zip Code: 01702

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100

Role: Owner / Partner Other Role:

First Name: Samantha Last Name: Medeiros Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Portuguese

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Steven

Last Name: Greenberg

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Steven Greenberg is an individual with indirect control to Blue Oak Angels, LLC - as stated under 935 CMR 500.002. This assignment is due to him being Blue Oak Angels, LLC's Capital Resource individual and has provided 100% of the initial capital to date.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Steven

Last Name: Greenberg

Suffix:

Types of Capital: Monetary/
Equity

Other Type of Capital:

Total Value of the Capital Provided:
\$100000

Percentage of Initial Capital:
100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 119 Herbert Street

Establishment Address 2:

Establishment City: Framingham

Establishment Zip Code: 01702

Approximate square footage of the Establishment: 3800

How many abutters does this property have?: 6

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Executed HCA	FULLY EXECUTED 11.8.24 - Amended Blue Oak Angels HCA (expires June 2029).pdf	pdf	673b4c9fa18da60008f61484	11/18/2024
Community Outreach Meeting Documentation	Community Outreach Ad.pdf	pdf	673d08a424916600085fe2c0	11/19/2024
Community Outreach Meeting Documentation	Community Outreach Ad and Clerk Support.pdf	pdf	673d0942a18da60008f8a4e3	11/19/2024
Plan to Remain Compliant with	HCA Abutters.pdf	pdf	6769d2e7617f4d00088dd535	12/23/2024

Local Zoning				
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	6769d300617f4d00088dd549	12/23/2024
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form.pdf	pdf	6771bbece5a906000851fb41	12/29/2024

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Blue Oak Angels, LLC - Positive Impact Plan_Framingham.pdf	pdf	67b4e1e3ac5cea389e83ea67	02/18/2025

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Other (specify)	Other Role: Capital Contributor
First Name: Steven	Last Name: Greenberg 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	EIN [BOA] 2022.05.23.pdf	pdf	6703f91d7eba6a00080a8ace	10/07/2024
Articles of Organization	Screenshot 2024-10-07 at 11.21.12â€ AM.png	png	6703fc7f5fdc620008cda033	10/07/2024
Articles of Organization	OpAgmt-Formation [BOA] 2024 - EXECUTED.pdf	pdf	6703fc925fdc620008cda084	10/07/2024
Department of Unemployment Assistance - Certificate of Good	Dept of Unemployment - Certificate of Compliance.pdf	pdf	670e6df07eba6a000813262d	10/15/2024

standing				
Secretary of Commonwealth - Certificate of Good Standing	Secretary of Commonwealth - Certificate of Good Standing.pdf	pdf	6750df91e8b78900086dba40	12/04/2024
Department of Revenue - Certificate of Good standing	Certificate of Good Standing - BOA, LLC.pdf	pdf	6750e1a8e8b78900086dbb3e	12/04/2024

No documents uploaded

Massachusetts Business Identification Number: 001659921

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.docx.pdf	pdf	6704049d7eba6a00080aaf50	10/07/2024
Business Plan	BOA_Business Plan (1).pdf	pdf	6704215d5fdc620008ce03df	10/07/2024
Capitalization Table	Cap Table 2024.pdf	pdf	6751075be8b78900086dd214	12/04/2024
Proposed Timeline	Proposed Timeline.pdf	pdf	6769d49c523e8200089c5a1e	12/23/2024
Capitalization Table	Cap Table Attestation - Remaining Units.pdf	pdf	67719b306c56540008463761	12/29/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Blue Oak Angels_ Prevention of Diversion.pdf	pdf	670469005fdc620008ceb5f5	10/07/2024
Storage of marijuana	Storage Plan.pdf	pdf	67046b1d7eba6a00080bb35f	10/07/2024
Personnel policies including background checks	Personnel Policy.pdf	pdf	67047ad65fdc620008cebf19	10/07/2024
Safety Plan for Manufacturing	Manufacturing Safety Plan.pdf	pdf	670ec1875fdc620008d78d1b	10/15/2024
Plan to Obtain Marijuana	Plan for Obtaining Marijuana.pdf	pdf	671001c67eba6a000815b3b1	10/16/2024
Restricting Access to age 21 and older	Plan for Restricting Access to Persons Age 21 and Older.pdf	pdf	6750f019e8b78900086dc410	12/04/2024
Quality control and testing	BOA LLC - Quality Assurance and Testing.pdf	pdf	6750f0e3e8b78900086dc50d	12/04/2024
Sample of unique identifying marks used for branding	BOA - LLC - Statement of Unique Identifying Marks.pdf	pdf	6750f383e8b78900086dc6fa	12/04/2024
Maintaining of financial records	BOA LLC - Maintenance of Financial Records Policy.pdf	pdf	6751041cb92cff00089aaa7d	12/04/2024
Security plan	Security Plan.pdf	pdf	6769d4c3523e8200089c5a65	12/23/2024
Transportation of marijuana	Transportation Plan.pdf	pdf	6769d4f1523e8200089c5a89	12/23/2024
Energy Compliance Plan	Energy Plan.pdf	pdf	6769d522617f4d00088ddb18	12/23/2024
Inventory procedures	Inventory Plan.pdf	pdf	6769d557617f4d00088ddb3f	12/23/2024

Quality control and testing	Quality Assurance and Testing.pdf	pdf	6769d583617f4d00088ddb82	12/23/2024
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	6769d5a5617f4d00088ddbdc	12/23/2024
Qualifications and training	Qualification and Intended Trainings for Agents.pdf	pdf	67719bae6c565400084637ae	12/29/2024
Types of products Manufactured.	Types of Product Manufactured.pdf	pdf	67719bfc6c565400084637db	12/29/2024
Diversity plan	BOA LLC - Diversity Plan.pdf	pdf	67851f0c6bb92815d08ec2e9	01/13/2025
Method used to produce products	BOA LLC - Method for Production.pdf	pdf	6785227b9671eda534b4569c	01/13/2025

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 - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 11:00 PM
Tuesday From: 7:00 AM	Tuesday To: 11:00 PM
Wednesday From: 7:00 AM	Wednesday To: 11:00 PM
Thursday From: 7:00 AM	Thursday To: 11:00 PM
Friday From: 7:00 AM	Friday To: 11:00 PM
Saturday From: 7:00 AM	Saturday To: 11:00 PM
Sunday From: 7:00 AM	Sunday To: 11:00 PM

ATTACHMENT "A"

Jeff Livingstone
Conservation Chair

AD#10040361
DN 4/8/2024

April 22, 2024
Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Product Manufacturing Establishment is scheduled for:
April 22, 2024, at 5:00pm at 119 Herbert Street Suite 102 Framingham, MA 01702.
The proposed Product Manufacturing of Marijuana Establishment is anticipated to be located at 119 Herbert Street Framingham, MA 01702 by Blue Oak Angels LLC. There will be an opportunity for the public to ask questions.
Samantha Mederios
CEO Blue Oak Angels LLC
April 8 2024
LNEO0083735

LOUISA LAKE
LEGAL NOTICE
MILFORD
CONSERVATION
COMMISSION
PUBLIC HEARING

Notice is hereby given in accordance with General Laws 131; Section 40 that The Town of Milford Parks Department 30 Front Street Milford MA 01757 has filed a Request for Determination of Applicability to reclamation and regarding of the existing 15,000 square foot parking lot. Project location Louisa Lake Lot 16 Dilla Street Milford, MA 01757.

PUBLICATION NOTICE

Estate of: Michael Robert Kadlec

Date of Death: September 24, 2023

To all persons interested in the above-captioned estate, by Petition of Petitioner Constance C Kadlec of Sanbornville NH.

Constance C Kadlec of Sanbornville NH has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

AD#10040754
DN 4/8/2024

01754 No Later Than 2PM, Monday, May 20, 2024 at which time all bids will be publicly opened and recorded. The time on the clock in the Maynard Public Schools Central Office will be considered the official time for these purposes. In hand deliveries shall be accepted only between the hours of 9:00 a.m. and 3:00 p.m. at the Office of the Business Manager.

All bids must be marked on the outside of the bidder's envelope "BID- SCHOOL BUS TRANSPORTATION: MAYNARD PUBLIC SCHOOLS 2024-2029". No bid(s) will be accepted after the above-stated date and hour. MPS reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the best interest of the District to do so.

All bids are subject to the provisions of M.G.L. Chapter 30b. No bidder may withdraw its bid within thirty days after the date designated above for the receipt of bids. The contract shall be awarded to the bidder who submits the lowest total responsible and responsive bid for this academic five-year contract, and who is determined by the Superintendent and/or School Committee, to be the most capable and reliable in providing transportation to meet the needs of the students of the Maynard Public Schools.

AD#10004185
DN 04/08/2024

Bids are due and will be publicly opened and recorded at the Bellingham Bellingham, Massachusetts, on Wednesday, April 24, 2024, at 9:00 a.m.

Bellingham Public Schools/Town of Bellingham reserves the right to reject bids when, at its sole discretion, said action is deemed to be in the best interest of the district.

Publication Date: April 8, 2024
Bid Opening: April 24, 2024
Contact Person: Doug Houston, 508-902-7795

Some business decisions are based on your gut.



LOCALiQ
PART OF THE USA TODAY NETWORK
Learn more at localiq.com/sayhello

Attachment "B"

BLUE OAK ANGELS LLC

CITY OF FRAMINGHAM
CITY CLERK'S OFFICE

2024 APR -8 A 10:29

TOWN OF FRAMINGHAM
CITY CLERK
LISA FERGUSON
150 CONCORD STREET
FRAMINGHAM, MA 01702

Ms. Ferguson,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Product Manufacturing Establishment is scheduled for **April 22, 2024, at 5:00pm at 119 Herbert Street Suite 102 Framingham, MA.** The proposed Product Manufacturing of Marijuana Establishment is anticipated to be located at 119 Herbert Street Framingham, MA 01702 by Blue Oak Angels LLC. There will be an opportunity for the public to ask questions.

Samantha Medeiros
Samantha Medeiros
CEO
Blue Oak Angels

Attachment "8"

BLUE OAK ANGELS LLC

OFFICE OF THE MAYOR
FRAMINGHAM, MA.

2024 APR -8 AM 10:39

TOWN OF FRAMINGHAM
CITY MANAGER
MICHAEL TUSINO
150 CONCORD STREET
FRAMINGHAM, MA 01702

Mr. Tusino,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Product Manufacturing Establishment is scheduled for **April 22, 2024, at 5:00pm at 119 Herbert Street Suite 102 Framingham, MA.** The proposed Product Manufacturing of Marijuana Establishment is anticipated to be located at 119 Herbert Street Framingham, MA 01702 by Blue Oak Angels LLC. There will be an opportunity for the public to ask questions.

Samantha Medeiros
Samantha Medeiros
CEO
Blue Oak Angels

Attachment "B"

BLUE OAK ANGELS LLC

TOWN OF FRAMINGHAM
CITY BUILDING COMMISSIONER
FRED BRAY
150 CONCORD STREET
FRAMINGHAM, MA 01702

2024 APR -8 AM 10:33

Mr. Bray,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Product Manufacturing Establishment is scheduled for **April 22, 2024, at 5:00pm at 119 Herbert Street Suite 102 Framingham, MA.** The proposed Product Manufacturing of Marijuana Establishment is anticipated to be located at 119 Herbert Street Framingham, MA 01702 by Blue Oak Angels LLC. There will be an opportunity for the public to ask questions.

Samantha Medeiros
Samantha Medeiros
CEO
Blue Oak Angels

Attachment "S"

BLUE OAK ANGELS LLC



TOWN OF FRAMINGHAM
CITY PLANNER
SARKIS SARKISIAN
150 CONCORD STREET
FRAMINGHAM, MA 01702

Mr. Sarkisian,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Product Manufacturing Establishment is scheduled for **April 22, 2024, at 5:00pm at 119 Herbert Street Suite 102 Framingham, MA.** The proposed Product Manufacturing of Marijuana Establishment is anticipated to be located at 119 Herbert Street Framingham, MA 01702 by Blue Oak Angels LLC. There will be an opportunity for the public to ask questions.

Samantha Medeiros
Samantha Medeiros
CEO
Blue Oak Angels

BLUE OAK ANGELS LLC

Attachment "C"

[REDACTED]

TO WHOM IT MAY CONCERN:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Product Manufacturing Establishment is scheduled for **April 22, 2024, at 5:00pm at 119 Herbert Street Suite 102 Framingham, MA.** The proposed Product Manufacturing of Marijuana Establishment is anticipated to be located at 119 Herbert Street Framingham, MA 01702 by Blue Oak Angels LLC. There will be an opportunity for the public to ask questions.

Authentication

Samantha Medeiros

Samantha Medeiros

CEO

Blue Oak Angels



City of Framingham

150 Concord Street
Framingham, MA 01702
508.532.5415

CITY OF FRAMINGHAM
BOARD OF ASSESSORS

2024 APR 2 AM 8:17
Department Stamp

REQUEST FOR ABUTTERS

Date of Request:

April 1, 2024

Property owner:

119 Herbert LLC

Property location:

119 Herbert Street

Parcel ID:

141 - 93 - 2123 - 000

Please Specify Radius in ft:

300

Requesting Board/Department:

City Manager

(ABUTTERS LIST WILL BE DELIVERED TO ABOVE REFERENCED BOARD/DEPARTMENT)

APPLICANT INFORMATION:

Name:

Blue Oak Angels LLC

Address:

119 Herbert Street

Framingham

Phone:

5086411222

Email Address:

steven@gpcannabis.com

FEE: \$50 per list. PAYMENT OPTIONS:

Pay on line: <https://epay.cityhallsystems.com?key=framingham.ma.us&type=ar>

Pay by check or cash. Payment due at time of request. (*additional fee may apply, if non-standard list)

THE LIST IS VALID FOR 90 DAYS FROM CERTIFICATION DATE. BOARD OF ASSESSORS RESERVES 10 WORKING DAYS TO PROVIDE ALL CERTIFIED LISTS OF ABUTTERS.

119 HERBERT ST
ABUTTERS 300FT

Property ID	Location	Owner	Billing Address	Owner City	Owner State	Owner Zip
141-93-1600-000	115 ALEXANDER ST	[REDACTED]	115 ALEXANDER ST	FRAMINGHAM	MA	01702
141-93-0531-000	84 WAUSHAKUM ST	[REDACTED]	180 ASHLAND ST	HOLLISTON	MA	01746
141-93-9585-000	80 WAUSHAKUM ST	[REDACTED]	3 CONANT RD	WINCHESTER	MA	01890
141-93-8463-000	79 WAUSHAKUM ST	[REDACTED]	79 WAUSHAKUM ST	FRAMINGHAM	MA	01702
141-93-9400-000	83 WAUSHAKUM ST	[REDACTED]	3606 W SAN JUAN ST	TAMPA	FL	33629
141-93-9337-000	87 WAUSHAKUM ST	[REDACTED]	14 TAMMER LN	HOPKINTON	MA	01748
141-93-9364-000	91 WAUSHAKUM ST	[REDACTED]	7 BISHOP ST	FRAMINGHAM	MA	01702
141-93-5572-000	90 EAMES ST	[REDACTED]	90 EAMES ST	FRAMINGHAM	MA	01702
141-93-3690-000	110 ALEXANDER ST	[REDACTED]	110 ALEXANDER ST	FRAMINGHAM	MA	01702
141-93-7168-000	42 CAMPBELL RD	[REDACTED]	43 PINEWOOD DR	FRAMINGHAM	MA	01701
141-93-7190-000	54 CAMPBELL RD	[REDACTED]	54 CAMPBELL RD	FRAMINGHAM	MA	01702
141-93-8044-000	56 CAMPBELL RD	[REDACTED]	56 CAMPBELL RD	FRAMINGHAM	MA	01702
141-93-9093-000	18 HEARTH ST	[REDACTED]	165 CAPTIAN EAMES CIR	ASHLAND	MA	01721
141-93-8181-000	15 HEARTH ST	[REDACTED]	15 HEARTH ST	FRAMINGHAM	MA	01702
141-93-8116-000	9 HEARTH ST	[REDACTED]	43 PINEWOOD DR	FRAMINGHAM	MA	01701
141-93-4185-000	EAMES ST	[REDACTED]	150 CONCORD ST	FRAMINGHAM	MA	01702
141-93-7365-000	34 CAMPBELL RD	[REDACTED]	34 CAMPBELL RD	FRAMINGHAM	MA	01702
141-93-9230-000	6 HEARTH ST	[REDACTED]	143 MAYNARD RD	FRAMINGHAM	MA	01702
141-93-1492-000	120 ALEXANDER ST	[REDACTED]	120 ALEXANDER ST	FRAMINGHAM	MA	01702
141-82-8742-000	225 ARLINGTON ST	[REDACTED]	32 MEADOWBROOK RD	SHERBORN	MA	01770
141-92-0212-000	20 CL JAMES M HALPIN DR	[REDACTED]	500 WATER ST (J910)	JACKSONVILLE	FL	32202
141-92-1857-000	227 ARLINGTON ST	[REDACTED]	17 BENNETT RD	WAYLAND	MA	01778
141-93-6168-000	35 TRIPP ST	[REDACTED]	1 MAIN ST	WHITINSVILLE	MA	01588
141-92-6790-000	61 TRIPP ST	[REDACTED]	1 MAIN ST	WHITINSVILLE	MA	01588
141-92-1948-000	0 HEARTH ST	[REDACTED]	165 CAPTIAN EAMES CIR	ASHLAND	MA	01721
141-93-3392-000	95 EAMES ST	[REDACTED]	95 EAMES ST	FRAMINGHAM	MA	01702

THIS IS A CERTIFIED ABUTTERS LIST FROM THE CITY OF FRAMINGHAM. WE CERTIFY THAT ALL THE NAMES AND ADDRESSES OF ALL PROPERTY OWNERS ARE ACCURATE TO THE BEST OF OUR KNOWLEDGE.

Office of the Board of Assessors
Date 4/3/2024



BLUE OAK ANGELS LLC

[REDACTED]

[REDACTED]

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Product Manufacturing Establishment is scheduled for **April 22, 2024, at 5:00pm at 119 Herbert Street Suite 102 Framingham, MA**. The proposed Product Manufacturing of Marijuana Establishment is anticipated to be located at 119 Herbert Street Framingham, MA 01702 by Blue Oak Angels LLC. There will be an opportunity for the public to ask questions.

Samantha Medeiros

Samantha Medeiros

CEO

Blue Oak Angels

“Plan to Remain Compliant with Local Zoning”

The flowing pages include:

- Letter of Site Recognition Form from Framingham Building Inspector regarding zoning and approval to submit plans to the various City boards.
- Decision of Approval by City of Framingham Planning Board
- All permit renewals to be complied with as per City of Framingham HCA granted to Blue Oak Angels LLC.

Steven H Greenberg
COO, Blue Oak Angels LLC

A handwritten signature in black ink, appearing to read "Steve Greenberg", written over a horizontal line.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): April 22, 2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication: April 8, 2024
- b. Name of publication: Metrowest Daily News

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: April 8, 2024

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: April 8, 2024

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.



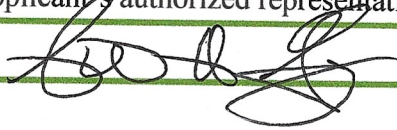
Name of applicant:

Blue Oak Angels LLC

Name of applicant's authorized representative:

Steven H Greenberg

Signature of applicant's authorized representative:



Positive Impact Plan

I. Introduction

Blue Oak Angels, LLC has created a Positive Impact Plan aimed at positively affecting past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission, Massachusetts residents who have past drug convictions and Cannabis Control Commission Economic Empowerment Applicants (EEA), and Social Equity Program (SEP) participants. Using this Positive Impact Plan as a roadmap, Blue Oak Angels, LLC believes it is a great opportunity to positively impact those that have been affected most by the War on Drugs and provide the tools for success.

II. Goals

Blue Oak Angels, LLC's goal is to work together with disproportionately impacted communities to provide opportunities for empowerment and inclusion in this new and rapidly growing industry. We will help to change the attitude from feeling excluded to being included in the cannabis industry and by doing so hope to inspire other businesses to do the same.

Blue Oak Angels, LLC plans to do this by setting the following goals:

1. Blue Oak Angels, LLC will strive to reduce employment obstacles faced by individuals from the Cities of Walpole and Worcester, both disproportionately impacted communities less than 45 minutes from our location, trying to enter the cannabis industry, by ensuring at least 30% of all hires are from either Walpole or Worcester.
2. Blue Oak Angels, LLC will provide financial contributions to local charities serving disproportionately impacted people and communities.
3. Blue Oak Angels, LLC will be a reliable source for cannabis education and awareness.
4. Blue Oak Angels, LLC commits to providing technical assistance at no cost to EEA and SEP individuals or groups seeking to participate in the cannabis industry. These may be in the form of mentoring, information sharing, application preparation assistance, etc.
5. Blue Oak Angels, LLC commits to working with the local Community Health Network Area (CHNA), CHNA 7, Community Health Coalition of Metrowest, on identified health priority areas.

III. Programs

1. GOAL I: Blue Oak Angels, LLC Job Creation Program

Blue Oak Angels, LLC will hire a significant percent of its employees from Walpole or Worcester, both Cannabis Control Commission identified areas of disproportionate impact. Furthermore, of the 30% of hires, Blue Oak Angels, LLC will strive to recruit at least 20% who have been victims of the War on Drugs, meaning Massachusetts residents who have past drug convictions or residents who

have parents or spouses who have past drug convictions. Blue Oak Angels, LLC will engage with local community development corporations and non-profits that serve the community to identify potential employees.

2. GOAL II: Charitable Programs

Blue Oak Angels, LLC will provide at least 1% of annual profits to assisting community non-profit organizations and cultural events that serve the communities disproportionately impacted individuals. A notice of funds available (NOFA) will be mailed to registered non-profits and CBOs. A competitive application process will be employed and the highest-scoring applicants will be awarded grants. We will cater the application process to align with CHNA 7 identified health priority areas, where applicable. We have identified Big City Solutions and the MetroWest YMCA as two non-profits we would work with in this process. (We have signed Letters of Support from both of those non-profits available upon request, and attached where allowed.)

3. GOAL III: Educational Programs

Blue Oak Angels, LLC will contribute to the awareness and education of the community and under-represented and disproportionately impacted youth and adults 21 years or older. We will join with a designated non-profit organization to create resources and provide education to the community that we serve, specifically youth from disproportionately affected areas as well as those with drug convictions or those who have parents or spouses with drug convictions.

A particular interest and expertise of the members of Blue Oak Angels, LLC is behavioral health and its intersection with wellness and equity. We commit to annual community forums on behavioral health, including causes, consequences, and interventions. This will reduce stigma, encourage service engagement, and improve equity. Other topics will include health risks, risk-taking behavior, resume-building skills, relationship building, and networking skills.

The MetroWest YMCA has also expressed interest in our employees volunteering for them, which we would like to pursue further once operational.

4. GOAL IV: Social Equity (SEP) and Economic Empowerment (EEA) Assistance Program

Blue Oak Angels, LLC will assist Social Equity and Economic Empowerment participants to gain access and opportunity in the industry by conducting a yearly forum for up to 10 participants aspiring to enter the industry. In addition, after the first year of operation, we will set aside a minimum of \$2,500 to assist EEA and SEP applicants with licensing expenses or other start-up costs. Assistance availability will be announced through word of mouth, local community access channels, and notices to community organizations.

IV. Measurements

Blue Oak Angels, LLC will annually review the following criteria to assess the success

of the Positive Impact Plan:

1. Identify and track the number of employees hired from disproportionately impacted communities as identified by the Cannabis Control Commission.
2. Identify and track the number of employees hired who are victims of the War on Drugs.
3. Identify and track Blue Oak Angels, LLC's overall financial support to local charities, community organizations, and cultural events serving disproportionately impacted residents.
4. Identify and track the number of resources and educational services provided to the Framingham community in a 12-month period.
5. Identify and track the number of attendees at the yearly SEP/EEA Assistance Educational Forum.
6. Identify and track the amount contributed in year one of operations to assist SE and EE participants interested in the industry.

V. Statements

Blue Oak Angels, LLC acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



DATE 02/14/2025

Blue Oak Angels, LLC
ATTN: Stevens Greenberg
119 Herbert Street,
Framingham, MA 01702

Re: Blue Oak Angels, LLC

Dear Stevens Greenberg,

Big City Solutions, Inc. is a 501(c)(3) not-for-profit organization dedicated to strengthening the efforts of youth and community organizations in the Commonwealth of Massachusetts. Big City Solutions collaborates with organizations across the state that provide vital services to residents of Communities of Disproportionate Impact, as designated by the Cannabis Control Commission, including Abington, Amherst, Boston, Brockton, Chelsea, Fall River, Fitchburg, Haverhill, Holyoke, Lowell, Lynn, Mansfield, Monson, New Bedford, Quincy, Randolph, Revere, Spencer, Taunton, Walpole, Wareham, Worcester and Southbridge Massachusetts.

Big City Solutions is proud to support and partner with Blue Oak Angels, LLC, which shares our commitment to making a meaningful impact in these communities. Through its contributions, Blue Oak Angels, LLC has demonstrated a dedication to fostering positive change and supporting our mission to serve youth and community organizations.

We understand that Blue Oak Angels, LLC is pursuing licensure as a Cannabis Establishment in the Commonwealth of Massachusetts under the guidance of the Cannabis Control Commission. We are confident in Blue Oak Angels, LLC's ability to meet its goals and continue its impactful work, and we look forward to collaborating with them to further our shared mission.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamaal Silva", is written over a faint, circular, dotted background.

Jamaal Silva
Director
Big City Solutions, Inc.

Title	Letter of Support - Blue Oak, Angels, LLC (BCS)
File name	Letter of Support...ls, LLC (BCS).pdf
Document ID	ae9ed83ff81c967f006db7e2b2633fb9078c2cea
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



02 / 14 / 2025
10:56:18 UTC-8

Sent for signature to Jamaal Silva (jamaalsilva27@gmail.com)
from ty@greenlightbizsolutions.com
IP: 162.125.63.18



02 / 14 / 2025
12:39:49 UTC-8

Viewed by Jamaal Silva (jamaalsilva27@gmail.com)
IP: 172.56.114.196



02 / 14 / 2025
12:40:00 UTC-8

Signed by Jamaal Silva (jamaalsilva27@gmail.com)
IP: 172.56.114.196



COMPLETED

02 / 14 / 2025
12:40:00 UTC-8

The document has been completed.



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

METROWEST YMCA

January 9, 2025

Samantha Medeiros
CEO Blue Oak Angels, LLC

Dear Ms. Medeiros,

The MetroWest YMCA, Inc. Would like to acknowledge its willingness and appreciation to be considered for donations from Blue Oak Angel, LLC in the form of monetary contributions and would also be willing to consider volunteer opportunities for employees to have the opportunity to give of their time to support the community.

Sincerely,

Rick MacPherson
President & CEO
MetroWest YMCA

Association Offices:
Framingham Branch:
Hopkinton Branch:

280 Old Connecticut Path, Framingham MA 01701
280 Old Connecticut Path, Framingham MA 01701
45 East Street, Hopkinton MA 01748

P: 508.879.4420 F: 508.620.3860
P: 508.879.4420 F: 508.620.1610
P: 508.435.9345 F: 508.435.9201

www.metrowestymca.org

Date of this notice: 05-23-2

Employer Identification Number
93-1503790

Form: SS-4

Number of this notice: CP 57

BLUE OAK ANGELS LLC
SAMANTHA MEDEIROS MBR
195 BINNEY ST APT 4210
CAMBRIDGE, MA 02142

For assistance you may call us at
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned EIN 93-1503790. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notice if another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address shown on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information on your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 5884, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a partnership that meets certain tests and it

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is BLUE. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575

9999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 05-23-2023
() - EMPLOYER IDENTIFICATION NUMBER: 93-1503

FORM: SS-4 NOBOD

Business Entity Summary

ID Number: 001659921

Request certificate

New search

Summary for: BLUE OAK ANGELS LLC

The exact name of the Domestic Limited Liability Company (LLC): BLUE OAK ANGELS LLC		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 001659921		
Date of Organization in Massachusetts: 05-24-2023		Date of Revival:
Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address):		
Address: 43 SUMMER ST		
City or town, State, Zip code, Country: SOMERVILLE, MA 02143 USA		
The name and address of the Resident Agent:		
Name: SAMANTHA MEDEIROS		
Address: 43 SUMMER ST		
City or town, State, Zip code, Country: SOMERVILLE, MA 02143 USA		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	SAMANTHA MEDEIROS	43 SUMMER ST SOMERVILLE, MA 02143 USA
In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:		
Title	Individual name	Address
SOC SIGNATORY	SAMANTHA MEDEIROS	43 SUMMER ST SOMERVILLE, MA 02143 USA
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	Address
REAL PROPERTY	SAMANTHA MEDEIROS	43 SUMMER ST SOMERVILLE, MA 02143 USA
<input type="checkbox"/> Consent <input type="checkbox"/> Confidential Data <input type="checkbox"/> Merger Allowed <input type="checkbox"/> Manufacturing		
View filings for this business entity:		
<div>ALL FILINGS</div> <div>Annual Report</div> <div>Annual Report - Professional</div> <div>Articles of Entity Conversion</div> <div>Certificate of Amendment</div>		
<div>View filings</div>		
Comments or notes associated with this business entity:		
<div></div>		

INITIAL OPERATING AGREEMENT
of
BLUE OAK ANGELS LLC

Dated: 05/24/2023

This Initial Operating Agreement (this "**Agreement**") of Blue Oak Angels LLC, a Massachusetts limited liability company ("**Company**"), effective as of the date first set forth above ("**Effective Date**"), is entered into between the Company, each Person who as of the date hereof is a Member of the Company and party to this Agreement, and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement.

RECITALS

WHEREAS, the Company was formed under the laws of the Commonwealth of Massachusetts by the filing of a Certificate of Organization with the Massachusetts Secretary of the Commonwealth ("**SOC**") on 05/24/2023 ("**Certificate of Organization**");

WHEREAS, any Person acquiring Units as of or following the date hereof shall be parties to this Agreement and such other separate written agreement(s) in connection with the acquisition of such Units; and

WHEREAS, each Member shall be bound by the terms and conditions hereof and such other written agreement(s) that expressly incorporate the provisions hereof by reference, including without limitation any Unit Purchase Agreement relating to the grant or award of Units to each Member.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the terms of this Agreement shall be as follows:

ARTICLE 1 DEFINITIONS

1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this 1.01:

"**Adjusted Capital Account Deficit**" means, with respect to any Member, 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:

- (a) crediting to such Capital Account any amount which such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1), and 1.704-2(i); and
- (b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

"Adjusted Taxable Income" of a Member for a Fiscal Year (or portion thereof) with respect to Units held by such Member means the federal taxable income allocated by the Company to the Member with respect to such Units (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); *provided*, that such taxable income shall be computed (a) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to such Units that were not previously taken into account for purposes of determining such Member's Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect members of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years, and (b) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Limited Liability Company Agreement, as executed and as it may be amended, modified, supplemented, or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory, or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Bankruptcy" means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member's assets; (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member's inability to pay his, her, or its debts as they come due; (c) the making by such Member of a general assignment for the benefit of such Member's creditors; (d) the filing by such Member of an answer admitting the material allegations of, or such Member's consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding; or (e) the expiration of 60 days following the entry of an order, judgment, or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member's assets.

"BBA" means the Bipartisan Budget Act of 2015.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; *provided*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

- (a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;
- (b) immediately prior to the Distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such Distribution;
- (c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Manager, as of the following times:
 - (i) the acquisition of an additional LLC Interests in the Company by a new or existing Member in consideration of a Capital Contribution of more than a *de minimis* amount;
 - (ii) the Distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member's LLC Interests in the Company; and
 - (iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

provided, that an adjustment pursuant to clauses (i), (ii), or (iii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

- (d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); *provided*, that Book

Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

- (e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Business Day" means a day other than a Saturday, Sunday, or other day on which commercial banks in the City of New York are authorized or required to close.

"Capital Account" has the meaning set forth in 5.03.

"Capital Contribution" means, for any Member, the total amount of cash and cash equivalents or other valuable consideration and the Book Value of any property contributed to the Company by such Member.

"Cause" has the meaning set forth in 8.03(a) below.

"Certificate of Organization" has the meaning set forth in the Recitals.

"Change of Control" means: (a) the sale of all or substantially all of the consolidated assets of the Company to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Units on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization, or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Members to designate or elect a majority of the Managers of the resulting entity or its parent company).

"Code" means the Internal Revenue Code of 1986.

"Common Capital Value" means, for any holder of Common Units at any time, the sum of the Capital Contributions attributable in respect of the acquisition of such holder's Common Units as set forth on SCHEDULE A.

"Common Member" means a Member that holds one or more Common Units.

"Common Units" means the Units having the privileges, preference, duties, liabilities, obligations, and rights specified with respect to "Common Units" in this Agreement and subject to the terms and conditions under one or more written agreements, including without limitation Common Unit Grant Agreements and Common Unit Award Agreements (each a **"CUGA"**), or any other written agreement in connection with the acquisition of Common Units.

"Common Unreturned Capital Value" means, for any Common Unit at any time, the amount of the Common Capital Value for such Common Unit, reduced by the aggregate amount of all Distributions made by the Company in respect of such Common Unit pursuant to Section 7.02 prior to such time, if applicable.

"**Company**" has the meaning set forth in the Preamble.

"**Company Interest Rate**" has the meaning set forth in Section 7.04(c).

"**Confidential Information**" has the meaning set forth in Section 14.01.

"**Covered Person**" has the meaning set forth in Section 13.01(a).

"**Designated Individual**" has the meaning set forth in Section 11.02(a).

"**Distribution**" means a distribution made by the Company to a Member, whether in cash, property, or securities of the Company and whether by liquidating distribution or otherwise; *provided*, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units or Unit Equivalents; (b) any recapitalization or exchange of securities of the Company; or (c) any fees or remuneration paid to any Member in such Member's capacity as a service provider for the Company. "**Distribute**" when used as a verb shall have a correlative meaning.

"**Drag-Along Member**" has the meaning set forth in 10.03(a).

"**Drag-Along Notice**" has the meaning set forth in 10.03(c).

"**Drag-Along Sale**" has the meaning set forth in 10.03(a).

"**Dragging Member**" has the meaning set forth in 10.03(a).

"**Electronic Transmission**" means any form of communication not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"**Estimated Tax Amount**" of a Member for a Fiscal Year means the Member's Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Manager or appointed Officer. In making such estimate, the Manager shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as in the reasonable business judgment of the Manager are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

"**Excess Amount**" has the meaning set forth in Section 7.03(c).

"**Fair Market Value**" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined in good faith by the Manager based on such factors as the Manager, in the exercise of its reasonable business judgment, considers relevant.

"Family Members" has the meaning set forth in Section 10.02(b).

"Financing Document" means any credit agreement, guarantee, financing, or security agreement, or other agreements or instruments governing indebtedness of the Company.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"Fully Diluted Basis" means, as of any date of determination, (a) with respect to all the Units, all issued and outstanding Units of the Company and all Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable, or (b) with respect to any specified type, class, or series of Units, all issued and outstanding Units designated as such type, class, or series and all such designated Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable.

"GAAP" means U.S. generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

"Joinder Agreement" means any separate agreement by which any Person becomes subject to this Agreement.

"Lien" means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

"Liquidator" has the meaning set forth in Section 12.03(a).

"LLC Interests" means an interest in the Company owned by a Member, including such Member's right (based on the type and class of Unit or Units held by such Member), as applicable, to (a) such Member's Distributive share of Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company; (b) such Member's Distributive share of the assets of the Company; (c) vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (d) any and all other benefits to which such Member may be entitled as provided in this Agreement or the MLLCA.

"Losses" has the meaning set forth in Section 13.03(a).

"Manager" has the meaning set forth in Section 8.01.

"Marital Relationship" means a civil union, domestic partnership, marriage, or any other similar relationship that is legally recognized in any jurisdiction.

"MLLCA" means the Massachusetts Limited Liability Company Act (M.G.L. c. 156C, §§ 1 et seq.), and any successor statute, together with the Code of Massachusetts Regulations (CMR) (950 Mass. Code Regs. 112.01 et seq.), as it may be amended from time to time.

"Member" means (1) each Person issued and holding one or more Units as of the date hereof and hereafter; and (2) each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the MLLCA. The Members shall constitute the "members" (as that term is defined in the MLLCA) of the Company.

"Members Schedule" has the meaning set forth in Section 3.01.

"Net Income" and **"Net Loss"** mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

- (a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;
- (b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(i) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;
- (c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;
- (d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);
- (e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

- (f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"New Interests" has the meaning set forth in Section 3.03.

"Officers" has the meaning set forth in Section 8.04.

"Percentage Interest" means, for any Member, the number of Units on a Fully Diluted Basis held by such Member divided by the total number of outstanding Units owned by all Members on a Fully Diluted Basis, expressed as a percentage.

"Permitted Transfer" means a Transfer of any Units carried out pursuant to 10.02.
"Permitted Transferee" means a recipient of a Permitted Transfer.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

"Public Offering" means any underwritten public offering pursuant to a registration statement filed in accordance with the Securities Act.

"Quarterly Estimated Tax Amount" of a Member for any calendar quarter of a Fiscal Year means the excess, if any of (a) the product of (i) a quarter ($\frac{1}{4}$) in the case of the first calendar quarter of the Fiscal Year, half ($\frac{1}{2}$) in the case of the second calendar quarter of the Fiscal Year, three-quarters ($\frac{3}{4}$) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member's Estimated Tax Amount for such Fiscal Year over (b) all Distributions previously made during such Fiscal Year to such Member.

"Related-Party Agreement" means any agreement, arrangement, transaction, or understanding between the Company and any Member or Manager, any Affiliate of a Member or Manager, or any officer or employee thereof, including any sale, lease, transfer, or other disposition of any property or assets, any service agreement or arrangement, any employment or other agreement involving compensation, or any loan, advance, or guaranty to, with, or for any of their benefit.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of such Person.

"Requisite Unitholders" means one or more Members holding a majority of all Common Units issued and outstanding.

"Revised Partnership Audit Rules" has the meaning set forth in Section 11.02(a).

"Securities Act" means the Securities Act of 1933.

"**SOC**" has the meaning set forth in the Recitals.

"**Shortfall Amount**" has the meaning set forth in Section 7.03(b).

"**Spouse**" means a spouse, a party to a civil union, a domestic partner, a same-sex spouse or partner, or any individual in a Marital Relationship with a Member.

"**Spousal Consent**" has the meaning set forth in Section 14.19.

"**Tax Advance**" has the meaning set forth in Section 7.03(a).

"**Tax Amount**" of a Member for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to such Member's Units.

"**Tax Matters Representative**" has the meaning set forth in Section 11.02.

"**Tax Rate**" of a Member, for any period, means the highest marginal blended federal, state, and local tax rate applicable to ordinary income, qualified dividend income, or capital gains, as appropriate, for such period for an individual residing in Massachusetts.

"**Taxing Authority**" has the meaning set forth in Section 7.04(b).

"**Third Party Purchaser**" means any Person who, immediately prior to the contemplated transaction, (a) does not directly or indirectly own or have the right to acquire any outstanding Units or Unit Equivalents or (b) is not an Affiliate or Family Member of any Person who directly or indirectly owns or has the right to acquire any Units or Unit Equivalents.

"**Transfer**" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation, or similar disposition of, any Units owned by a Person or any interest (including a beneficial interest) in any Units or Unit Equivalents owned by a Person; *provided, however*, that direct or indirect transfers of non-controlling equity interests of a controlling Affiliate of a Member that is an entity shall not be deemed to constitute a Transfer. "**Transfer**" when used as a noun shall have a correlative meaning. "**Transferor**" and "**Transferee**" mean a Person who makes or receives a Transfer, respectively.

"**Treasury Regulations**" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"**Unit**" means a unit representing a fractional part of the LLC Interests of the Members and shall include all types and classes of Units, including without limitation Common Units; *provided*, that any type, class, or series of Unit shall have the privileges, preference, duties, liabilities, obligations, and rights set forth in this Agreement and any agreement that incorporates this Agreement by reference and the LLC Interests represented by such type, class or series of Unit

shall be determined in accordance with such privileges, preference, duties, liabilities, obligations, and rights.

“Unit Purchase Agreement”, or “UPA” means a separate written agreement between the Company and a Member, wherein such Member agrees to be bound by and subject to additional terms and conditions relating to any specific class, type, or series of Units and acquisition thereof in any manner. For avoidance of doubt, “Unit Purchase Agreement” and “UPA” shall generally refer to any written agreement(s) relating to the acquisition or award of any Units to a Member or Person.

“Unit Equivalents” means any security or obligation that is by its terms, directly or indirectly, convertible into, exchangeable, or exercisable for Units, and any option, warrant, or other right to subscribe for, purchase, or acquire Units.

“Withholding Advances” has the meaning set forth in Section 7.04(b).

1.02 Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE 2 ORGANIZATION

2.01 Formation.

- (a) The Company was formed on 05/24/2023, pursuant to the provisions of the MLLCA, upon the filing of the Certificate of Organization with the SOC.
- (b) This Agreement shall constitute the "operating agreement" of the Company (as that term is used in the MLLCA). The rights, powers, duties, obligations, and liabilities of the Members shall be determined pursuant to the MLLCA and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the

MLLCA in the absence of such provision, this Agreement shall, to the extent permitted by the MLLCA, control.

2.02 Right of first refusal.

2.03 Name. The name of the Company is BLUE OAK ANGELS LLC.

2.04 Principal Office. The principal office of the Company is located at 43 Summer St. Somerville, MA 02143, or such other place as may from time to time be determined by the Manager or the Requisite Unitholders.

2.05 Registered Office; Registered Agent.

- (a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by the MLLCA and Applicable Law.
- (b) The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Manager may designate from time to time in the manner provided by the MLLCA and Applicable Law.

2.06 Purpose; Powers.

- (a) The purpose of the Company is to, directly or indirectly through one or more Subsidiaries, engage in any lawful act or activity for which limited liability companies may be formed under the MLLCA and to engage in any and all activities necessary or incidental thereto.
- (b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the MLLCA.

2.07 Term. The term of the Company commenced on the date the Certificate of Organization was filed with the SOC and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

2.08 No State-Law Partnership. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take any action inconsistent with such treatment. The Members intend that the Company shall not be a partnership (including a limited partnership) or joint venture, and that no Member, Manager, or Officer of the Company shall be a partner or joint venturer of any other Member, Manager, or Officer of the Company, for any purposes other than: (a) as set forth in the first sentence of this Section 2.07; (b) one or more Members are part of the same syndicate that such Members formed solely for

purposes of contributing capital to, or otherwise investing in, third parties (including without limitation, the Company); or (c) as approved in writing by the Requisite Unitholders and disclosed in writing in the Disclosure Schedule attached hereto as ANNEX 2

ARTICLE 3 UNITS

3.01 Units Generally. The LLC Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes, or series. Each type, class, or series of Units shall have the privileges, preference, duties, liabilities, obligations, and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class, or series. The Manager shall maintain a schedule of all Members, their respective mailing addresses, and the amount and type, class, or series of Units held by them (the "**Members Schedule**") and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as SCHEDULE A.

3.02 Authorization of Units; Authorization and Issuance of Common Units. The Company is hereby authorized to issue Units, including without limitation Common Units, as set forth in SCHEDULE A. As of the date hereof and only after giving effect to the transactions contemplated by the UPAs, Units issued and outstanding to the Members in the amounts set forth on the Members Schedule opposite such Member's name, subject to such additional terms and conditions set forth in the applicable UPA between the Company and each Member, for consideration and on such other terms and conditions as determined and agreed upon by the Requisite Unitholders.

3.03 Other Issuances. In addition to the Units authorized as of the date hereof pursuant to 3.02, the Company is hereby authorized, subject to compliance with Section 10.01(b), to authorize and issue or sell to any Person, for consideration and on other terms as determined and agreed upon by the Requisite Unitholders, any of the following (collectively, "**New Interests**"): (a) any new type, class, or series of Units not otherwise described in this Agreement, which Units may be designated as classes or series of Common Units or other Units, but having different rights, privileges, or preferences; and (b) Unit Equivalents. The Manager, or a designee expressly designated by the Manager in writing and memorialized in the Company's books and records, is hereby authorized to amend this Agreement to reflect any such issuance and to fix the relative privileges, preferences, duties, liabilities, obligations, and rights of any such New Interests, including the number of such New Interests to be issued, the preference (with respect to Distributions, in liquidation, or otherwise) over any other Units, and any contributions required in connection therewith.

3.04 Certification of Units.

- (a) The Manager in its sole discretion may, but shall not be required to, issue certificates to the Members representing the Units held by such Members.
- (b) In the event that the Manager shall issue certificates representing Units, then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT.

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER.

3.05 Further Acknowledgments; UPA. Each Member understands and acknowledges that the issuance of any Units to a Member is conditioned upon, and shall not be effective until, such Member executes a UPA applicable to such Member, together with any other ancillary or related agreement(s) or instruments related thereto as determined and agreed upon by the Requisite Unitholders, and shall be subject to the terms, conditions, and restrictions set forth in such applicable UPA.

ARTICLE 4 MEMBERS

4.01 Admission of New Members.

- (a)** New Members may be admitted from time to time (i) in connection with an issuance of Units by the Company, subject to compliance with the provisions of Section 10.01(b), as applicable, and (ii) in connection with a Transfer of Units, subject to compliance with the provisions of Article 10, and in either case, following compliance with the provisions of Section 4.01(b).
- (b)** In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Units: (i) the Requisite Unitholders shall first consent in writing to admitting such Person as a Member of the Company; (ii) following such written consent of the Requisite Unitholders, such Person shall have executed and delivered to the Company (A) an executed UPA, and or (B) a written undertaking substantially in the form of a Joinder Agreement or otherwise become a signatory to this Agreement, as amended or supplemented from time to time. If such Person is an individual who has a Spouse, such Person shall have delivered an executed written undertaking substantially in the form of the Spousal Consent. Upon the amendment of the Members Schedule by the Manager and the satisfaction of any other applicable conditions, including without limitation and for avoidance of doubt the written consent of the Requisite Unitholders, delivery of executed documents, and, if applicable, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon

shall be issued his, her, or its Units. The Manager or appointed third party shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 5.03.

4.02 Representations and Warranties of Members. By execution and delivery of this Agreement or a Joinder Agreement (if applicable), and applicable UPA, each of the Members, whether admitted as of the date hereof or pursuant to Section 4.01, in the event that such Member has made or will make any capital contribution to the Company, represents and warrants to the Company and acknowledges that:

- (a) No Units have been registered under the Securities Act or the securities laws of any other jurisdiction, are issued in reliance upon federal and state exemptions for transactions not involving a Public Offering, and cannot be disposed of unless (i) they are subsequently registered or exempted from registration under the Securities Act and (ii) the provisions of this Agreement have been complied with;
- (b) Such Member's Units are being acquired for his, her, or its own account solely for investment and not with a view to resale or distribution thereof;
- (c) Such Member has been advised to obtain independent counsel to advise him, her, or it individually in connection with the drafting, preparation, negotiation, and/or review of this Agreement and any other applicable agreements, including any UPA. Such Member has conducted his, her, or its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition, and prospects of the Company and such Member acknowledges that he, she, or it has been provided adequate access to the personnel, properties, premises, and records of the Company for such purpose;
- (d) The determination of such Member to acquire Units has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the business, operations, assets, liabilities, results of operations, financial condition, and prospects of the Company that may have been made or given by Company or any other Member or their respective Representatives;
- (e) Such Member has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed decision with respect thereto;
- (f) Such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time;
- (g) The execution, delivery, and performance of this Agreement have been duly authorized by such Member and do not require such Member to obtain any consent or approval that has not been obtained and do not contravene or result in a default in

any material respect under any provision of any law or regulation applicable to such Member or other governing documents or any agreement or instrument to which such Member is a party or by which such Member is bound;

- (h) Each Member has disclosed and will continue to disclose, in writing, to the Manager any and all commitments and obligations to third parties that could materially interfere with, hinder, or inhibit such Member from satisfying such Member's obligations to the Company; and
- (i) This Agreement is valid, binding, and enforceable against such Member in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity).
- (j) To the extent applicable, neither the issuance of any Units to such Member nor any provision contained herein will entitle such Member to remain in the employment of or other service to the Company or affect the right of the Company to terminate such Member's employment or other service at any time for any reason, other than as otherwise provided in such Member's employment, service, or other similar agreement with the Company, if applicable.

None of the foregoing shall replace, diminish, or otherwise adversely affect any Member's representations and warranties made by such Member in any separate written agreement, including without limitation any UPA.

4.03 No Personal Liability. Except as otherwise provided in the MLLCA, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, solely by reason of being a Member.

4.04 No Withdrawal. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member or as a result of any other events specified under Applicable Law. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

4.05 Death; Dissolution. The death or dissolution (if a Member is a legal entity) of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the economic interest in the Units owned by the deceased or dissolved Member shall be Transferred to such Member's successors-in-interest or heirs (including without limitation executors, administrators, testamentary trustees, legatees, distributes, or beneficiaries, as applicable) as Permitted Transferees; *provided*,

that within a reasonable time after such Transfer and upon the written consent of the remaining Requisite Unitholders to admit such successors-in-interest or heirs as Member of the Company, the applicable successor(s)-in-interest or heir(s) shall sign a written undertaking substantially in the form of the Joinder Agreement to become a Member of the Company. Any refusal or failure to execute the Joinder Agreement shall constitute a forfeiture of the right to be admitted as a Member and such successors-in-interest or heir(s) shall retain solely the economic interest in the Units Transferred upon the applicable Member's death or dissolution, subject to the provisions of any UPA to which such Member is bound. In the event that a Member has not identified in writing any successors-in-interest or heirs at the time of death or dissolution of such Member, such Member's Units shall be Transferred to the Company or the remaining Members pro rata in accordance with their respective Percentage Interests, as determined by the Requisite Unitholders in their reasonable discretion or as otherwise provided pursuant to the provisions of the UPA applicable to such Member in connection with such Member's Units.

4.06 Voting. Except as otherwise provided by this Agreement (including Section 14.10) or as otherwise required by the MLLCA or Applicable Law, each Member shall be entitled to one vote per Common Unit on all matters upon which the Members have the right to vote under this Agreement.

4.07 Meetings.

- (a) Meetings of the Members may be called by (i) the Manager or (ii) by the Requisite Unitholders. Only Members who hold the relevant Units shall have the right to attend meetings of the Members.
- (b) Written notice stating the place, date, and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than thirty (30) days before the date of the meeting to each Common Member, by or at the direction of the Manager or the Common Member(s) calling the meeting, as the case may be. The Common Members may hold meetings at the Company's principal office or at such other place as the Manager or the Common Member(s) calling the meeting may designate in the notice for such meeting.
- (c) Any Common Member may participate in a meeting of the Common Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.
- (d) On any matter that is to be voted on by Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission, or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Common Member executing it unless otherwise provided in such proxy; *provided*, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

- (e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Members; *provided*, that the appropriate Members shall have been notified of the meeting in accordance with this Section 4.07(c). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.08 Quorum; Required Vote. A quorum of any meeting of the Members shall require the presence of the Requisite Unitholders. Subject to Section 4.09, no action at any meeting may be taken by the Members unless the applicable quorum is present. Subject to Section 4.09, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Requisite Unitholders; *provided* that, if a different percentage of the Units is required under this Agreement to take such action, then the affirmative vote of the Members holding such different percentage of the Units shall be required.

4.09 Action Without Meeting. Notwithstanding the provisions of Section 4.08, any matter that is to be voted on, consented to, or approved by the Members may be taken without a meeting, without prior notice, and without a vote if consented to, in writing or by Electronic Transmission, by the Requisite Unitholders; *provided* that, if a different percentage of the Units held by one or more Members is required under this Agreement to take such action, then the affirmative vote of Members holding such different percentage of the applicable Units shall be required. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members. Reasonably prompt notice of the taking of any action without a meeting by less than unanimous written consent, together with a copy of the action taken, will be given to those Members who have not consented thereto in writing.

4.10 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the MLLCA. Except as otherwise specifically provided by this Agreement or required by the MLLCA, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

4.11 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

ARTICLE 5 CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

5.01 Initial Capital Contributions. Each Member owning Units has made the Capital Contribution or other contribution giving rise to such Member's Capital Account and is deemed to own the number and class of Units, in each case in the amounts set forth opposite such Member's name on the Members Schedule as in effect on the date hereof.

5.02 Additional Capital Contributions.

- (a) No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the approval of the Manager or the Requisite Unitholders and in connection with an issuance of Units made in compliance with this Agreement.
- (b) No Member shall be required to lend any funds to the Company and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member.

5.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "**Capital Account**") on its books and records in accordance with this Section 5.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

- (a) Each Member's Capital Account shall be increased by the amount of:
 - (i) such Member's Capital Contributions, including such Member's initial Capital Contribution;
 - (ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article 6; and
 - (iii) any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.
- (b) Each Member's Capital Account shall be decreased by:
 - (i) the cash amount or Book Value of any property Distributed to such Member pursuant to 12.03(c) and Article 7;
 - (ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to Article 6; and
 - (iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

5.04 Succession Upon Transfer. In the event that any Units are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units shall receive allocations and Distributions pursuant to Articles 6, 7, and 8 in respect of such Units.

5.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in his, her, or its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

5.06 No Withdrawal. No Member shall be entitled to withdraw any part of his, her, or its Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary, or drawing with respect to his, her, or its Capital Contributions or Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss, and deduction among the Members and shall have no effect on the amount of any Distributions to any Members, in liquidation or otherwise.

5.07 Treatment of Loans from Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 5.03(a)(iii), if applicable.

5.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE 6 ALLOCATIONS

6.01 Allocation of Profits and Losses. The Company's profits and losses for each Fiscal Year will be allocated among the Members pro rata in accordance with the rights and obligations applicable to the Units issued to and held by such Members.

- (a)** Notwithstanding any other provision of this Agreement, (i) "partner nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(i)), if any, of the Company shall be allocated for each Fiscal Year to the Member that bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i) and "nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations Section 1.752-3(a)), if any, shall be allocated to and among the Members in accordance with their LLC Interests.
- (b)** This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback," and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Section 704(b) of the Code.

- (c) All items of income, gain, loss, deduction, and credit of the Company shall be allocated among the applicable Members for federal, state, and local income tax purposes consistent with the manner that the corresponding items are allocated among the Members pursuant to this section, except as may otherwise be provided herein or under the Code.

ARTICLE 7 DISTRIBUTIONS

7.01 General.

- (a) Subject to Sections 7.01(b), 7.02, 7.03, and 7.05, the Manager shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including present and anticipated debts and obligations, capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).
- (b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to Members if such Distribution would violate Applicable Law.

7.02 Priority of Distributions. After making all Distributions required for a given Fiscal Year under Section 7.03, and subject to the priority of Distributions pursuant to Section 12.03(c), if applicable, all Distributions declared and determined to be made by the Manager shall be made to the Members holding Common Units pro rata in proportion to their aggregate holdings of Common Units.

7.03 Tax Advances.

- (a) Subject to any restrictions in any of the Company's then applicable Financing Documents and the Manager's sole discretion to retain any amounts necessary to satisfy the Company's obligations, at least five (5) days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to Distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such Distribution, a "**Tax Advance**").
- (b) If, at any time after the final Quarterly Estimated Tax Amount has been Distributed pursuant to Section 7.03(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such

Member's Tax Amount for such Fiscal Year (a "**Shortfall Amount**"), the Company shall use commercially reasonable efforts to Distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to Distribute Shortfall Amounts with respect to a Fiscal Year before the seventy-fifth (75th) day of the next succeeding Fiscal Year; *provided*, that if the Company has made Distributions other than pursuant to this 7.03, the Manager may apply such Distributions to reduce any Shortfall Amount.

- (c) If the aggregate Tax Advances made to any Member pursuant to this Section 7.03 for any Fiscal Year exceed such Member's Tax Amount (an "**Excess Amount**"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 7.03, except to the extent taken into account as an advance. Any Distributions made to a Member pursuant to this Section 7.03 shall be treated for purposes of this Agreement as advances on Distributions pursuant to Section 7.02 and shall reduce, dollar-for-dollar, the amount otherwise Distributable to such Member pursuant to Section 7.02.

7.04 Tax Withholding; Withholding Advances.

- (a) If requested by the Manager, each Member shall, if able to do so, deliver to the Manager:
 - (i) an affidavit in form satisfactory to the Manager that the applicable Member (or its members, as the case may be) is not subject to withholding under the provisions of any federal, state, local, foreign, or other Applicable Law;
 - (ii) any certificate that the Manager may reasonably request with respect to any such laws; and/or
 - (iii) any other form or instrument reasonably requested by the Manager relating to any Member's status under such law.

If a Member fails or is unable to deliver to the Manager the affidavit described in Section 7.04(a)(i), the Manager may withhold amounts from such Member in accordance with Section 7.04(b).

- (b) The Company is hereby authorized at all times to make payments ("**Withholding Advances**") with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Manager based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local, or foreign taxing authority (a "**Taxing Authority**") with respect to any Distribution or allocation by the Company of income or gain to such Member (including payments made pursuant to Code Section 6225 and allocable to a Member as determined by the Manager) and to withhold the same from Distributions to such Member. Any funds withheld from a Distribution by reason of this Section 7.04(b) shall

nonetheless be deemed Distributed to the Member in question for all purposes under this Agreement and, at the option of the Manager, shall be charged against the Member's Capital Account.

- (c) Any Withholding Advance made by the Company to a Taxing Authority on behalf of a Member and not simultaneously withheld from a Distribution to that Member shall, with interest thereon accruing from the date of payment at a rate equal to the prime rate published in the Wall Street Journal on the date of payment plus two percent (2.0%) per annum (the "**Company Interest Rate**"):
 - (i) be promptly repaid to the Company by the Member on whose behalf the Withholding Advance was made (which repayment by the Member shall not constitute a Capital Contribution, but shall credit the Member's Capital Account if the Manager shall have initially charged the amount of the Withholding Advance to the Capital Account); or
 - (ii) with the consent of the Manager, be repaid by reducing the amount of the next succeeding Distribution or Distributions to be made to such Member (which reduction amount shall be deemed to have been Distributed to the Member, but which shall not further reduce the Member's Capital Account if the Manager shall have initially charged the amount of the Withholding Advance to the Capital Account).

Interest shall cease to accrue from the time the Member on whose behalf the Withholding Advance was made repays such Withholding Advance (and all accrued interest) by either method of repayment described above.

- (d) Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest, or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member. The provisions of this Section 7.04(d) and the obligations of a Member pursuant to Section 7.04(c) shall survive the termination, dissolution, liquidation, and winding up of the Company and the withdrawal of such Member from the Company or Transfer of his, her, or its Units. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 7.04, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.
- (e) Neither the Company nor the Manager shall be liable for any excess taxes withheld in respect of any Distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

7.05 Distributions in Kind.

- (a) The Requisite Unitholders may cause Company to make Distributions to the Members in the form of securities or other property held by the Company; *provided*, that Tax Advances shall only be made in cash. In any such non-cash Distribution, the securities or other property so Distributed will be Distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or other property would be Distributed among the Members pursuant to Section 7.02.
- (b) Any Distribution of securities shall be subject to such conditions and restrictions as the Requisite Unitholders determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Manager may require that the Members execute and deliver such documents as the Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such Distribution and any further transfer of the Distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on transfer with respect to such laws.

ARTICLE 8 MANAGEMENT

8.01 Management of the Company. Subject to the provisions of Section 8.02 and except as otherwise provided by the MLLCA, the business, property, and affairs of the Company shall be managed by one or more managers. There shall be one manager (“**Manager**”) unless otherwise determined by the Requisite Unitholders, including to appoint additional Managers. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a duly adopted resolution expressly authorizing such action. The name and address of the Manager of the Company is set forth in the Managers Schedule, attached hereto in SCHEDULE B.

8.02 Actions Requiring Approval of Members. Without the written approval of the Requisite Unitholders, the Company shall not, and shall not enter into any commitment, to, take any of the actions enumerated in ANNEX 1 hereto.

8.03 Removal; Resignation. The Manager may be removed at any time, with Cause, by the Requisite Unitholders. The Manager may resign at any time by delivering a written resignation to the Company, which resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of a particular event. Following the Manager's removal or resignation, a successor Manager shall be elected by the affirmative vote of the Requisite Unitholders. The removal of the Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Member from the Company.

- (a) “**Cause**” **Defined.** For purposes of this Section 8.03, “**Cause**” shall mean: (i) any act involving willful malfeasance or material fiduciary breach with respect to the

Company; and (ii) gross negligence or willful misconduct with respect to the Company.

8.04 Officers. The Manager may appoint one or more individuals as officers of the Company (the "**Officers**") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. The names, titles and addresses of the Officers No Officer need be a Member or Manager. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his or her successor is designated by the Manager or until his or her earlier death, resignation, or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without Cause at any time. A vacancy in any office occurring because of death, resignation, removal, or otherwise, may, but need not, be filled by the Manager. The names, titles, addresses, and emails of the individuals appointed by the Manager as Officers are set forth in the Officers Schedule, attached hereto as SCHEDULE C.

8.05 Other Activities of Managers; Business Opportunities. Subject to any written agreements with the Company, the Manager shall devote so much time and attention to the business of the Company as the Manager deems appropriate in the Manager's sole discretion. Except as otherwise provided in a separate written agreement between the Company and a Member, including without limitation a UPA, nothing contained in this Agreement shall prevent any Member or Manager from engaging in any other activities or businesses; *provided* such Member or Manager does not engage in such activity as a result of or using Confidential Information provided by or on behalf of the Company to such Member or Manager or other intellectual property of the Company. None of the Members or Managers shall be obligated to account to the Company or to the Members for any profits or income earned or derived from other such activities or businesses and each Member agrees that no Member or its Affiliates have any obligation to permit the other Members or the Company the opportunity to participate in any such permitted activities or businesses.

Notwithstanding the above, each Member shall be obligated to provide written notice to the Manager and provide reasonable details of any such activity or business opportunity of any type or description, including the nature thereof, prior to engaging in such activity or business. A Member shall be strictly prohibited from engaging in such activity or business opportunity if the Requisite Unitholders: (A) determines that such Member's engagement in such activity or business (i) creates or poses a material risk of creating a conflict of interest with the Company's business interests or (ii) would otherwise involve the disclosure or use of the Company's Confidential Information or intellectual property to the Company's detriment in any manner; and (B) the Manager notifies such Member in writing of the Requisite Unitholder's determination and prohibition. Such determination shall be final and binding. Each Member acknowledges and agrees to be bound by written obligations relating to Company Confidential Information and intellectual property. To the extent any separate written agreement between the Company imposes additional confidentiality- or intellectual property-related terms and conditions with respect to a Member, such confidentiality terms and conditions shall supplement the terms of this Agreement. Notwithstanding the foregoing, any business activity or opportunity described and included in the Disclosure Schedule attached in

ANNEX 2 shall be deemed approved by the Manager and Requisite Unitholders. The Manager shall update the Disclosure Schedule from time to time in connection with any business activity or opportunity disclosed by a Member and approved in accordance with this Agreement following the Effective Date.

8.06 Related-Party Agreements. Notwithstanding that it may constitute a conflict of interest, the Members and the Manager may engage in or be party to any Related-Party Agreement so long as it is (a) as reasonably determined by the Manager in good faith, on commercially reasonable terms no less favorable to the Company than would be obtainable in a comparable arm's-length transaction with an unrelated third party and (b) approved by the Manager in accordance with this Agreement and consented to as required under Section 8.02. Any Related-Party Agreements approved under this Section as of the Effective Date and any time thereafter shall be described and set forth in the Disclosure Schedule attached as ANNEX 2.

8.07 No Personal Liability. Except as otherwise provided in the MLLCA, by Applicable Law, or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Manager.

ARTICLE 9 PREEMPTIVE RIGHTS

9.01 General. Except as otherwise set forth in a separate agreement, including without limitation the applicable UPA, no Member shall be entitled to any preemptive rights in connection with the issuance to any third party of New Interests in the Company.

ARTICLE 10 TRANSFER

10.01 General Restrictions on Transfer.

- (a) Each Member acknowledges and agrees that such Member and any Permitted Transferee of such Member shall not Transfer any interest in all or any part of his, her, or its Units or Unit Equivalents except as permitted pursuant to a separate written agreement, including without limitation a UPA, Section 10.02, or in accordance with the procedures described in Section 10.03. No Transfer of Units or Unit Equivalents to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b).
- (b) Notwithstanding any other provision of this Agreement (including Section 10.02), each Member agrees that such Member will not, directly or indirectly, Transfer any of his, her, or its Units or Unit Equivalents, and the Company agrees that it shall not issue any Units or Unit Equivalents:
 - (i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Units or Unit Equivalents, if requested by the Company, only upon delivery to the

Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

- (ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);
- (iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the MLLCA;
- (iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;
- (v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended;
- (vi) if such Transfer would violate any terms or obligations set forth in a separate written agreement between the Company and any particular Member, including any applicable UPA with respect to a particular Member;
- (vii) if such Transfer or issuance would cause the assets of the Company, to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company;
- (viii) in the case of a Transfer, to a competitor of the Company unless such Transfer is pursuant to a Drag-Along Sale or the Transfer has otherwise been approved by the Requisite Unitholders; or
- (ix) in the case of a Transfer, if the Manager, acting in good faith, determines that such Transfer would have a material adverse effect on the Company as a result of any regulatory or other restrictions imposed by any Governmental Authority.

In any event, the Requisite Unitholders may refuse the Transfer to any Person if such Transfer would have a material adverse effect on the Company or its business.

- (c) Any Transfer or attempted Transfer of any Units or Unit Equivalents in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books, and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Units or Unit Equivalents for all purposes of this Agreement.
- (d) For the avoidance of doubt, any Transfer of Units or Unit Equivalents permitted by Section 10.02 or made in accordance with the procedures described in Section 10.03,

as applicable, and purporting to be a sale, transfer, assignment, or other disposal of the entire LLC Interests represented by such Units or Unit Equivalents, inclusive of all the rights and benefits applicable to such LLC Interests as described in the definition of the term "LLC Interests," shall be deemed a sale, transfer, assignment, or other disposal of such LLC Interests in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term "LLC Interests," unless otherwise explicitly agreed to by the parties to such Transfer.

10.02 Permitted Transfers. Except where the Transfer would have a material adverse effect on the Company or its business or otherwise violate Applicable Law or other rule or regulation, and subject to the prior written approval of the Requisite Unitholders as reasonably determined in good faith by the Requisite Unitholders, the provisions of Sections 10.01(a) and 10.03 shall not apply to any Transfer by any Member of any of his, her, or its Units or Unit Equivalents to any of the following:

- (a) Any Affiliate of such Member;
- (b) the Company based on any repurchase right conferred by the Member to the Company pursuant to this Agreement or a separate written agreement, including without limitation the applicable UPA;
- (c) With respect to any Member that is a natural Person, to (i) such Member's Spouse, parent, siblings, descendants (including adoptive relationships and stepchildren), and the spouses of each such natural Person (collectively, "**Family Members**"), (ii) a trust under which the distribution of Units may be made only to such Member and/or any Family Member of such Member, (iii) a charitable remainder trust, the income from which will be paid to such Member during his or her life, (iv) a corporation, partnership, or limited liability company, the stockholders, partners, or members of which are only such Member and/or Family Members of such Member, or (v) by will or by the laws of intestate succession, to such Member's executors, administrators, testamentary trustees, legatees, or beneficiaries; or
- (d) Pursuant to a Public Offering.

10.03 Drag-Along Rights.

- (a) **Participation.** If one or more Members (together with their respective Permitted Transferees) holding no less than a majority of all Units issued and outstanding (such Member or Members collectively, the "**Dragging Member**"), propose to consummate, in one transaction or a series of related transactions, a Change of Control (a "**Drag-Along Sale**"), the Dragging Member shall have the right, after delivering the Drag-Along Notice in accordance with Section 10.03(c) and subject to compliance with Section 10.03(d), to require that each other Member (each, a "**Drag-Along Member**") participate in such sale (including, if necessary, by converting their Unit

Equivalents into the Units to be sold in the Drag-Along Sale) in the manner set forth in Section 10.03(b).

(b) Sale of Units. Subject to compliance with Section 10.03(d):

- (i)** If the Drag-Along Sale is structured as a sale resulting in a majority of the Units of the Company being held by a Third Party Purchaser, then the Dragging Member and each Drag-Along Member shall sell, with respect to each class or series of Units proposed by the Dragging Member to be included in the Drag-Along Sale, the number of Units of such class or series equal to the product obtained by multiplying (A) the number of applicable Units that the Third Party Purchaser proposes to acquire by (B) a fraction (x) the numerator of which is equal to the number of applicable Units held by the Dragging Member or Drag-Along Member, as the case may be, and (y) the denominator of which is equal to the number of applicable Units held by all of the Members. The proceeds of such transaction shall be distributed among the Members in accordance with Section 7.02.
- (ii)** If the Drag-Along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company or as a merger, consolidation, recapitalization, or reorganization of the Company or other transaction requiring the consent or approval of the Members, then notwithstanding anything to the contrary in this Agreement, each Drag-Along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction. The Distribution of the aggregate consideration of such transaction shall be made in accordance with Section 12.03(c).

(c) Sale Notice. The Dragging Member shall exercise its rights pursuant to this Section 10.03 by delivering a written notice (the "**Drag-Along Notice**") to the Company and each Drag-Along Member no more than ten (10) Business Days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-Along Sale and, in any event, no later than twenty (20) Business Days prior to the closing date of such Drag-Along Sale. The Drag-Along Notice shall make reference to the Dragging Member's rights and obligations hereunder and shall describe in reasonable detail:

- (i)** The name of the Person to whom such Units are proposed to be sold;
- (ii)** The proposed date, time, and location of the closing of the sale;
- (iii)** The number of each class or series of Units to be sold by the Dragging Member, the proposed amount of consideration for the Drag-Along Sale, and the other material terms and conditions of the Drag-Along Sale, including a description of any non-cash consideration in sufficient detail to permit the

valuation thereof and including, if available, the purchase price per Unit of each applicable class or series; and

- (iv) A copy of any form of agreement proposed to be executed in connection therewith.
- (d) **Conditions of Sale.** The obligations of the Drag-Along Members in respect of a Drag-Along Sale under this Section 10.03 are subject to the satisfaction of the following conditions:
- (i) The consideration to be received by each Drag-Along Member shall be the same form and amount of consideration to be received by the Dragging Member per Unit of each applicable class or series (the Distribution of which shall be made in accordance with Section 10.03(b)) and the terms and conditions of such sale shall, except as otherwise provided in Section 10.03(d)(iii), be the same as those upon which the Dragging Member sells his, her, or its Units;
 - (ii) If the Dragging Member or any Drag-Along Member is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-Along Members; and
 - (iii) Each Drag-Along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities, and agreements as the Dragging Member makes or provides in connection with the Drag-Along Sale; *provided*, that (x) each Drag-Along Member shall only be obligated to make individual representations and warranties with respect to his, her, or its title to and ownership of the applicable Units, authorization, execution, and delivery of relevant documents, enforceability of such documents against the Drag-Along Member, and other matters relating to such Drag-Along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; (y) all representations, warranties, covenants, and indemnities shall be made by the Dragging Member and each Drag-Along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Member and each Drag-Along Member, in each case in an amount not to exceed the aggregate proceeds received by the Dragging Member and each such Drag-Along Member in connection with the Drag-Along Sale; and (z) a Drag-Along Member shall not be required to agree to a non-competition covenant.
- (e) **Cooperation.** Each Drag-Along Member shall take all actions as may be reasonably necessary to consummate the Drag-Along Sale, including entering into agreements and delivering certificates and instruments, in each case, consistent with the

agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 10.03(d)(iii).

- (f) **Expenses.** The fees and expenses of the Dragging Member incurred in connection with a Drag-Along Sale and for the benefit of all Drag-Along Members (it being understood that costs incurred by or on behalf of a Dragging Member for its sole benefit will not be considered to be for the benefit of all Drag-Along Members), to the extent not paid or reimbursed by the Company or the Third Party Purchaser, shall be shared by the Dragging Member and all the Drag-Along Members on a pro rata basis, based on the consideration received by each such Member; *provided*, that no Drag-Along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Drag-Along Sale.
- (g) **Consummation of Sale.** The Dragging Member shall have ninety (90) days following the date of the Drag-Along Notice in which to consummate the Drag-Along Sale, on the terms set forth in the Drag-Along Notice (which ninety (90)-day period may be extended for a reasonable time not to exceed an additional one hundred twenty (120) days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Dragging Member has not completed the Drag-Along Sale, the Dragging Member may not then exercise its rights under this Section 10.03 without again fully complying with the provisions of this Section 10.03.

ARTICLE 11 ACCOUNTING; TAX MATTERS

11.01 Inspection Rights. The Company shall permit the Manager, the Members, and any Representatives designated by any Member, upon reasonable notice and during normal business hours and, in the case of a Member, at such Member's sole cost and expense, to (a) visit and inspect the properties of the Company, (b) examine the books and records of the Company, and (c) consult with the Officers and independent accountants of the Company concerning the business and affairs of the Company.

11.02 Tax Matters Representative.

- (a) **Appointment.** The Members hereby appoint the Person whose name, address, and email are set forth in the Tax Matters Representative Schedule, attached hereto as SCHEDULE D, as the "partnership representative" as provided in Code Section 6223(a) (the "**Tax Matters Representative**"). The Tax Matters Representative can be removed at any time by the Manager. If the foregoing Person ceases to be the Tax Matters Representative for any reason, the Manager shall appoint a new Tax Matters Representative. The Manager shall appoint an individual meeting the requirements of Treasury Regulation Section 301.6223-1(c)(3) (the "**Designated Individual**") as the sole person authorized to represent the Tax Matters Representative in audits and other proceedings governed by the partnership audit procedures set forth in Subchapter C of Chapter 63 of the Code as amended by the BBA (the "**Revised**

Partnership Audit Rules"). Any person that the Manager designates as the Designated Individual shall be treated as, and subject to, the requirements and obligations of, the Tax Matters Representative, for purposes of this Section 11.02. The Designated Individual can be removed at any time by the Manager.

- (b) **Tax Examinations and Audits.** The Tax Matters Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Subject to the Manager's prior approval, the Tax Matters Representative shall have authority to act on behalf of the Company in any such examinations and any resulting judicial proceedings, and shall have discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority. The Company and its Members shall be bound by the actions taken by the Tax Matters Representative.
- (c) **US Federal Tax Proceedings.** In the event of an audit of the Company that is subject to the partnership audit procedures set forth in the Revised Partnership Audit Rules, the Tax Matters Representative shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Tax Matters Representative or the Company under the Revised Partnership Audit Rules (including any election under Code Section 6226), subject to approval by the Manager. If an election under Code Section 6226(a) is made, the Company shall furnish to each Member for the year under audit a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment, and each Member shall take such adjustment into account as required under Code Section 6226(b). To the extent that the Tax Matters Representative does not make an election under Code Section 6221(b) or Code Section 6226, the Company shall use commercially reasonable efforts to make any modifications available under Code Section 6225(c)(3), (4), and (5), to the extent such modification would reduce any taxes payable by the Company. Each Member agrees to cooperate with the Tax Matters Representative and to do or refrain from doing any or all things reasonably requested by the Tax Matters Representative with respect to the conduct of examinations under the Revised Partnership Audit Rules; *provided*, that a Member shall not be required to file an amended federal income tax return, as described in Code Section 6225(c)(2)(A), or pay any tax due and provide information to the Internal Revenue Service as described in Code Section 6225(c)(2)(B).
- (d) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign, or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax, or

interest imposed with respect to such taxes and any tax deficiency imposed pursuant to Code Section 6226) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 7.04(d).

- (e) **Survival.** The provisions of this Section 11.02 and the obligations of a Member or former Member pursuant to Section 11.02 shall survive the termination, dissolution, liquidation, and winding up of the Company and the withdrawal of such Member from the Company or Transfer of his, her, or its Units or Unit Equivalents.

11.03 Tax Returns. At the expense of the Company, the Manager (or any Person that it may designate in writing and in the Manager's sole discretion) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Manager (or any Person designated by the Manager) will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state, and local income tax returns for such Fiscal Year.

11.04 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings, or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE 12 DISSOLUTION AND LIQUIDATION

12.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events: (a) an election to dissolve the Company made by the Requisite Unitholders; (b) the sale, exchange, involuntary conversion, or other disposition or transfer of all or substantially all the assets of the Company; or (c) the entry of a decree of judicial dissolution under applicable law.

12.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 12.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been Distributed as provided in Section 12.03, and the Certificate of Organization shall have been canceled as provided in Section 12.04.

12.03 Liquidation. If the Company is dissolved pursuant to Section 12.01, the Company shall be liquidated and its business and affairs wound up in accordance with the MLLCA and the following provisions:

- (a) **Liquidator.** The Manager, or, if the Manager is unable to do so, a Person appointed by the Requisite Unitholders, shall act as liquidator to wind up the Company (the "**Liquidator**"). The Liquidator shall promptly cooperate and coordinate with the Requisite Unitholders to prepare a written plan and terms and conditions in connection with the sale, assignment, and encumbrance of any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner as approved in good faith by the Requisite Unitholders within a reasonable time following the dissolution event.
- (b) **Accounting.** As promptly as possible after dissolution and again after final liquidation as agreed upon by the Requisite Unitholders, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
- (c) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and Distribute the proceeds of such liquidation in the following order of priority, unless otherwise agreed upon by the Requisite Unitholders or required by mandatory provisions of Applicable Law:
- (i) *First*, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);
 - (ii) *Second*, to the establishment of and additions to reserves that are determined by the Liquidator in its sole discretion to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and
 - (iii) *Third*, any remaining amounts to the Common Members pro rata in proportion to their aggregate holdings of Common Units.
- (d) **Discretion of Liquidator.** Notwithstanding Section 7.05 or the provisions of Section 12.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 12.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator shall notify in writing the Members, and subject to the prior written approval of the Requisite Unitholders, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves and may Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 12.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation as approved in writing by the Requisite Unitholders. Any such Distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator, acting in

good faith, deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, any property to be Distributed will be valued at its Fair Market Value; *provided* that, if the Manager is not the Liquidator, Fair Market Value shall, notwithstanding anything herein to the contrary be determined in good faith by the other Liquidator in accordance with the definition of such term in Article 1.

12.04 Cancellation of Certificate. Upon completion of the Distribution of the assets of the Company as provided in Section 12.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

12.05 Survival of Rights, Duties, and Obligations. Dissolution, liquidation, winding up, or termination of the Company for any reason shall not release any party from any Loss which at the time of such dissolution, liquidation, winding up, or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up, or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish, or otherwise adversely affect any Member's right to indemnification pursuant to Section 13.03.

12.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss, and other items of income, gain, loss, and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Manager, the Liquidator, or any other Member.

ARTICLE 13 EXCULPATION AND INDEMNIFICATION

13.01 Exculpation of Covered Persons.

- (a) Covered Persons.** As used herein, the term "**Covered Person**" shall mean (i) each Member; (ii) each officer, director, shareholder, partner, member, Affiliate, employee, agent, or representative of each Member; and (iii) each Manager, Officer, employee, agent, or representative of the Company.
- (b) Standard of Care.** No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in his, her, or its capacity as a Covered Person, whether or not such Person continues to be a Covered Person at the time such loss, damage, or claim is incurred or imposed, so long as such action or omission does not constitute fraud, gross negligence, or willful misconduct, or a breach or violation by such Covered Person of any of such Covered Person's agreements contained herein or in any other agreements with the Company.

- (c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information, opinions, reports, or statements as to the value or amount of the assets, liabilities, Net Income, or Net Losses of the Company, or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) a Manager; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided by applicable law.

13.02 Liabilities and Duties of Covered Persons.

- (a) **Limitation of Liability.** This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement or other separate written agreement between the Company and a Covered Person.
- (b) **Duties.** Except as otherwise agreed in a separate written agreement between the Company and a Covered Person, whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including his, her, or its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

13.03 Indemnification.

- (a) To the fullest extent permitted by the MLLCA, as the same now exists or may hereafter be amended, substituted, or replaced (but, in the case of any such amendment, substitution, or replacement only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the MLLCA permitted the Company to provide prior to such amendment, substitution, or replacement), the Company shall indemnify, hold harmless, defend,

pay, and reimburse any Covered Person from and against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines, or liabilities, and any amounts expended in settlement of any claims (collectively, "**Losses**") to which such Covered Person may become subject by reason of:

- (i) Any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company in connection with the business of the Company; or
- (ii) The fact that such Covered Person is or was acting in connection with the business of the Company as a manager, officer, employee, or agent of the Company or that such Covered Person is or was serving at the request of the Company as a manager, director, officer, employee, or agent of any other Person, including any Company subsidiary;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and (y) such Covered Person's conduct did not constitute fraud, gross negligence, or willful misconduct, or a breach or violation by such Covered Person of any of such Covered Person's agreements contained herein or in any other agreements with the Company, in either case as determined by a final, non-appealable order of a court or arbitral authority of competent jurisdiction, as applicable. In connection with the foregoing, the termination of any action, suit, or proceeding by judgment, order, or settlement shall not, of itself, create a presumption that the Covered Person did not act in good faith, or had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence, or willful misconduct, or a breach or violation by such Covered Person of any of such Covered Person's agreements contained herein or in any other agreements with the Company.

- (b) **Advancement.** The Company shall, subject to its receipt of an undertaking from such Covered Person to repay such advances if it is ultimately determined by a court or tribunal of competent jurisdiction that indemnification of such expenses is not permitted by Applicable Law or this Agreement, advance legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 13.03; *provided*, that (i) the Company shall not advance expenses incurred by a Covered Person if the pending or threatened litigation or proceeding giving rise to such expenses is between the Company on the one hand and the Covered Person on the other (other than in connection with a claim by the Covered Person to enforce his, her, or its rights under this Section 13.03) and (ii) if the Covered Person ultimately prevails

in such litigation or proceeding referred to in clause (i) of this proviso, such Covered Person shall be entitled to reimbursement of such fees and expenses.

- (c) **Entitlement to Indemnity.** The indemnification provided by this Section 13.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 13.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 13.03 and shall inure to the benefit of the executors, administrators, legatees, and distributees of such Covered Person.
- (d) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may determine; *provided*, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.
- (e) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 13.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.
- (f) **Savings Clause.** If this Section 13.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 13.03 to the fullest extent permitted by any applicable portion of this Section 13.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.
- (g) **Amendment.** The provisions of this Section 13.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this 13.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification, or repeal of this 13.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing

prior to such amendment, modification, or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

13.04 Survival. The provisions of this Article 13 shall survive the dissolution, liquidation, winding up, and termination of the Company.

ARTICLE 14 MISCELLANEOUS

14.01 Confidentiality; Intellectual Property. Each Member acknowledges that such Member has executed, or will promptly execute, a separate written agreement containing provisions related to confidentiality and intellectual property.

14.02 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

14.03 Further Assurances. Each Member shall execute all such certificates and other documents and do all such filing, recording, publishing, and other acts as the Manager deems necessary or appropriate to comply with the requirements of the MLLCA or Applicable Law relating to the formation and operation of the Company and the acquisition, operation, or holding of its property.

14.04 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at such address for a party as specified in this Agreement (including the Members Schedule) or such other address as shall be specified in a notice given in accordance with this Section 14.04).

14.05 Headings; Interpretation. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement. No rule of construction or interpretation against the drafter shall be applied to the construction or in the interpretation of this Agreement.

14.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 13.03(f), upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto

shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.07 Entire Agreement. This Agreement, together with the Certificate of Organization, all related exhibits, annexes, and schedules attached hereto, and any applicable UPAs (or other written agreements that are expressly integrated herein by reference) constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

14.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. This Agreement may not be assigned by any Member except as permitted by this Agreement and any assignment in violation of this Agreement shall be null and void.

14.09 No Third-Party Beneficiaries. Except as provided in Article 13, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

14.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and the Requisite Unitholders. Any such written amendment or modification will be binding upon the Company and each Member; *provided*, that (i) an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to (x) such Member relative to the rights of other Members in respect of Units of the same class or series or (y) a class or series of Units relative to the rights of another class or series of Units, shall in either case be effective only with that Member's consent or the consent of the Members holding a majority of the Units then issued and outstanding in that class or series, as applicable. Notwithstanding the foregoing, the Manager may, without the consent of or execution by the Members, amend or modify (A) this Agreement in accordance with Section 3 and (B) the Members Schedule, in either case to reflect any new authorization, issuance, redemption, repurchase, or Transfer of Units or Unit Equivalents in accordance with this Agreement.

14.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or

further exercise thereof or the exercise of any other right, remedy, power, or privilege. For the avoidance of doubt, nothing contained in this Section 14.11 shall diminish any of the explicit and implicit waivers described in this Agreement, including without limitation in Sections 4.07, 10.03, 10.05, and 14.14 hereof.

14.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

14.13 Arbitration; Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be submitted to final and binding arbitration administered by JAMS under its Commercial Rules and in accordance with the Expedited Procedures in those Commercial Rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures, if applicable. There shall be one arbitrator agreed to by the parties within 20 days of receipt by respondent of the request for arbitration or in default thereof appointed by JAMS in accordance with its Rules. The parties shall appear by remote electronic means and submit evidence electronically to the fullest extent permitted under the Rules. For purposes of establishing a venue, the seat or location of arbitration shall be Boston, Massachusetts. The award rendered by the arbitrator shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. The arbitrator shall award to the prevailing party the reasonable costs and reasonable attorneys' fees incurred by the prevailing party in connection with the suit, action or proceeding. Each of the parties hereby irrevocably consents to the jurisdiction of such tribunal in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such tribunal or that any such suit, action, or proceeding which is brought in any such tribunal has been brought in an inconvenient forum.

14.14 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

14.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary

restraining order, an injunction, specific performance, and any other relief that may be available from an arbitral authority or court of competent jurisdiction (without any requirement to post bond).

14.16 Attorneys' Fees. In the event that any party hereto institutes any legal suit, action, or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which he, she, or it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses, and court costs.

14.17 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 13.02 to the contrary.

14.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14.19 Spousal Consent. Each Member who has a Spouse on the date of this Agreement shall cause such Member's Spouse to execute and deliver to the Company a spousal consent in the form ("**Spousal Consent**"), pursuant to which the Spouse acknowledges that they have read and understood the Agreement and agree to be bound by its terms and conditions. If any Member should marry or engage in a Marital Relationship following the date of this Agreement, such Member shall cause their Spouse to execute and deliver to the LLC a Spousal Consent within 90 days thereof.

(Signature Section Follows)

IN WITNESS WHEREOF, the signatories below acknowledge that they have read and hereby agree to the terms set forth in this Operating Agreement as of the Effective Date.

COMPANY

Blue Oak Angels LLC

By *Samantha Medeiros*
Samantha Medeiros, Manager

MEMBERS

By *Samantha Medeiros*
Samantha Medeiros, an individual

SCHEDULE A
MEMBERS SCHEDULE

The Company shall be authorized to issue a total of 10,000,000 Units of any type, class, or series of Units.

Name	Address & Email	Unit Class	No. Units Issued and Held	Percent Interest	Contributions
Samantha Medeiros	249 3rd St #111 Cambridge, MA 02142 sam@gpcannabis.com	Common	100	100%	\$.0001 per Unit
TOTAL			100	100%	N/A

SCHEDULE B
MANAGERS SCHEDULE

Name	Address & Email
Samantha Medeiros	249 3rd St #111, Cambridge, MA 02142 sam@gpcannabis.com

SCHEDULE C
OFFICERS SCHEDULE

Name & Title	Address & Email
Samantha Medeiros CEO	249 3rd St #111, Cambridge, MA 02142 sam@gpcannabis.com

SCHEDULE D
TAX MATTERS REPRESENTATIVE

Name	Address & Email
Samantha Medeiros	249 3rd St #111, Cambridge, MA 02142 sam@gpcannabis.com

ANNEX 1

ACTIONS REQUIRING APPROVAL OF REQUISITE UNITHOLDERS

- (a) Amend, modify, or waive any provisions of the Certificate of Organization or this Agreement; provided that the Manager may, without the consent of the other Members, amend the Members Schedule following any new issuance, redemption, repurchase, or Transfer of LLC Interests in accordance with this Agreement;
- (b) Issue additional Units, Unit Equivalents, or other securities or, except in connection with a Transfer of LLC Interests that complies with the applicable provisions of Article 10 and Section 4.01, admit additional Members to the Company;
- (c) Incur any indebtedness, pledge or grant Liens on any assets, or guarantee, assume, endorse, or otherwise become responsible for the obligations of any other Person, in each case in excess of \$250,000 in a single transaction or series of related transactions, or in excess of \$1,000,000 in the aggregate at any time outstanding;
- (d) Make any loan or advance to, or a Capital Contribution or investment in, any Person or Party, in excess of \$50,000;
- (e) Enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange, or other acquisition (including by merger, consolidation, sale of stock, or acquisition of assets) by the Company of any assets or equity interests, other than in the ordinary course of business consistent with past practice;
- (f) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange, or other disposition (including by merger, consolidation, sale of stock, or sale of assets) by the Company of any assets and/or equity interests, other than sales of inventory in the ordinary course of business consistent with past practice;
- (g) Enter into or effect any transaction or series of related transactions pursuant to any Related Party Agreement;
- (h) Settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability or agree to the provision of any equitable relief by the Company; or
- (i) Dissolve, wind up, or liquidate the Company or initiate a bankruptcy proceeding involving the Company.

The terms enumerated in this ANNEX 1 supplement Section 8.02 of the Operating Agreement and are incorporated into the Operating Agreement by reference. Defined terms and sections contained in this ANNEX 1 shall have the meanings set forth in the Operating Agreement.

ANNEX 2
DISCLOSURE SCHEDULE

I. APPROVED PARTNERSHIPS OR JOINT VENTURES

N/A

II. APPROVED BUSINESS ACTIVITIES OR OPPORTUNITIES

A. GP Cannabis NY LLC, a New York limited liability company

Affected Members: Samantha Medeiros

III. APPROVED RELATED PARTY AGREEMENTS

N/A



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

William Francis Galvin
Secretary of the
Commonwealth

November 20, 2024

TO WHOM IT MAY CONCERN:

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

BLUE OAK ANGELS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 24, 2023.**

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:
SAMANTHA MEDEIROS

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **SAMANTHA MEDEIROS**



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: L1578042784
Notice Date: November 20, 2024
Case ID: 0-002-681-424



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BLUE OAK ANGELS LLC
43 SUMMER ST
SOMERVILLE MA 02143-1723

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BLUE OAK ANGELS LLC dba:BLUE OAK ANGELS, 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, 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

Plan for Obtaining Liability Insurance

Blue Oak Angels, LLC 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. Blue Oak Angels, LLC 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 will engage with the provider who best suits the needs of the company once we receive a Provisional License.

Once Blue Oak Angels, LLC receives its Provisional Marijuana Establishment License we will engage with an insurance provider who is experienced in the legal marijuana industry. We 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. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Blue Oak Angels

Cannabis Processing and Packaging Facility

Blue Oak Angels, LLC

Cannabis Processing and Packaging Facility

Members:

Samantha Medeiros

Submitted to:

Cannabis Control Commission, Commonwealth of Massachusetts

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Executive Summary

Adult Use cannabis launched in Massachusetts in the Fall of 2018. The industry in the Commonwealth has experienced trials, challenges and growth through its evolution. Today, professional cannabis operators are ready to scale and grow with good partners and good people. The time for operators to work together is now.

Blue Oak Angels, LLC (“BOA”) is a cannabis manufacturing WBE (Women Business Enterprise) venture focused on producing innovative products for high quality, well positioned brands with the aim to give back to their respective communities. Our team is dedicated to bolstering the MA cannabis supply chain with its experiences from within the cannabis industry and outside industries including medical device, corporate finance, CPG, tech, real estate, and biomedical testing.

BOA is seeking a Marijuana Product Manufacturer license from the Massachusetts Cannabis Control Commission (“CCC”) to establish a Marijuana Product Manufacturing facility. The team has secured a property comprising a ~3,800 square foot facility in Framingham, Massachusetts with opportunity to expand. The company aims to be fully operational inside Q2 2025.

As a responsible, women-owned, entrant into the cannabis industry, BOA prioritizes innovation, inclusion, and community engagement, reflecting its dedication to both product excellence and societal impact. BOA’s operation will produce a diverse range of cannabis products, including by not limited to tinctures, edibles, and vaporizers, across niche brands.

BOA emphasizes quality, a healthy lifestyle, and a greater societal purpose through culture and actions. The Blue Oak team’s industry experience and commitment to a greater purpose beyond itself ensures the company is well-prepared to thrive in the dynamic and promising cannabis industry in Massachusetts.

Company Overview

About

Blue Oak Angels, LLC (“BOA”) is a WBE (Women Business Enterprise) Marijuana Manufacturer applicant. We believe in an industry that transcends mere profit, striving for a greater meaning that extends beyond itself. We strive to create a working environment that gives back to the community, while aiding in the growth of the local Massachusetts cannabis industry. Our organizational culture encompasses authenticity and diversity creating a strong, passionate, and intelligent team.

Mission

To provide consistent, quality products, and top notch services to our community and partners.

Our Vision

We envision an industry driven by a profound purpose, one that seeks to make a lasting impact far beyond its own growth.

Our Goals

1. Community Commitment: We are dedicated to enriching our broader community through education, positive impact initiatives, and promoting inclusion within the cannabis space.
2. Platform for Progress: Our goal is to provide robust cannabis manufacturing services, contributing to the advancement of the MA Cannabis market utilizing traditional and innovative technologies.
3. Excellence in Products: We are committed to producing best-in-class products with purpose-driven brands, encouraging our consumers to connect on a deeper level.

Our Products & Services

BOA's primary offering is to create efficiency in the MA cannabis supply chain through dedicated manufacturing services. We will offer a variety of services to compliantly design, create, and assemble finished consumer packaged goods ("CPGs") to then be tested and sold in licensed retail channels such as brick & mortar and or delivery operators. All offerings will be compliant with the guidelines and regulations set out by the CCC.

Our current facility plan includes equipment and staff plans to produce the following CPG categories:

- Ready to use vaporizers including cartridges, pods and disposables
- Oral, fast-acting tinctures
- Edible options including but not limited to gummies

Our Team

We take pride in our accomplished and diverse team of professionals, each possessing a wealth of expertise within the cannabis industry and a wide range of backgrounds. Our team comprises seasoned career executives from technology, supply chain management, healthcare, finance, real estate, cannabis lab operators, and accomplished marketing professionals. Each member of our team brings unique attributes and works cohesively, fostering a stronger sense of community that aligns seamlessly with our growth as a diversified organization.

Operational and Compliance Plan

Structure

Blue Oak Angels is a WBE (Women Business Enterprise), domestic Massachusetts Limited Liability Corporation, seeking a Marijuana Establishment license from the Massachusetts Cannabis Control Commission (“CCC”) to operate and manufacture marijuana products in the Commonwealth.

Blue Oak Angels will file, in a form and manner specified by the CCC, an application for licensure as a Marijuana Product Manufacturer consisting of three packets: An Application of Intent packet, a Background Check packet; and a Management and Operations Profile packet.

Operations

Blue Oak Angels has secured a facility at 119 Herbert Street, Framingham, MA. In accordance with Framingham’s Zoning By-Law. The proposed property is in Framingham’s M District. The property was built in 1984 on 2.33 acres with 38,988 square feet of space on two floors with a current mix of commercial tenants including an existing and approved cannabis manufacturing facility.

The space is well positioned, and remains in good condition. The business will be launching with one location that will be permitted for product manufacturing. In accordance with the CCC’s regulations set forth in 935 CMR 500. The property is not located within 500 feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

The facility encompasses a total of 3,800 square feet, with approximately 2,500 square feet of space dedicated to supporting product development, lab, and vault space. Approximately 1,000 will be dedicated to offices and staff space.

The facility will feature several essential rooms, including:

- A versatile lab for crafting consumables and edibles

Blue Oak Angels

- Specialized infusion equipment for vaporizers, tinctures, and pouches
- Labeling and packaging area
- Dedicated R&D innovation lab space
- Dedicated Vault storage and ancillary storage spaces
- Office areas
- Break areas and lockers
- Janitorial facilities
- Mechanical rooms necessary for facility operations, such as IT and Security area

Blue Oak Angels, LLC will implement rigorous inventory controls and procedures to oversee the manufacturing of marijuana products. This includes conducting monthly inventory reviews and comprehensive annual inventories. Every marijuana product, including processed items, will be tagged, tracked, and monitored using METRC, as mandated by the CCC. No marijuana product will be made available for sale or marketing without undergoing testing by Independent Testing Laboratories, except as permitted under 935 CMR 500.000 regulations.

Furthermore, we have forged strong partnerships and verbal agreements with well-established operators in the market to ensure a consistent supply of biomass and processed oils once our facility receives full licensing and is fully operational. Blue Oak Angels strategically situated itself in Framingham, positioning itself for efficient business-to-business transportation with a central location near major highways. Our production layout and storage vault are thoughtfully designed to optimize streamlined, high-volume workflows. Our operational team has devised systems that are easily adaptable for scalable production, eliminating the need for excessive physical space.

Secure Acquisition & Deliveries

BOA will process and package marijuana, and transfer marijuana to other Marijuana Establishments, but not to consumers, in accordance with BOA licensed manufacturing license type. All phases of the packaging and processing of marijuana by BOA will take place in a designated area that is not visible from a public place.

Blue Oak Angels

BOA will implement METRC, the inventory tracking software approved by the CCC, and will assign and record a unique, sequential alphanumeric identifier for the purposes of production tracking, product labeling, and product recalls.

When receiving product in or shipping product from the facility, our team will do the following:

- Check Customer ID
- Check the ID matches the address of the order
- Observe the immediate vicinity
- Ensure two employees are in the vehicle
- Verify product must be/ was kept in a locked box
- Verify vehicles were tracked/ will be tracked via physical GPS

Record Keeping

Blue Oak Angels, LLC will maintain records, including all records required in any section of 935 CMR 500.000, which will be available for inspection by the Commission, upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

Insurance:

Blue Oak Angels 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, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the CCC. The deductible for each policy will be no higher than \$5,000 per occurrence.

Waste Disposal

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Organic material, recyclable material, and solid waste generated at a Blue Oak Angels, LLC facility be redirected or disposed of as follows:

1. Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.
2. To the greatest extent feasible:
 - i. Any recyclable material as defined in 310 CMR 16.02: Definitions will be recycled in a manner approved by the CCC; and
 - ii. Any remaining marijuana waste will be ground and mixed with other organic material as defined in 310 CMR 16.02: Definitions such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities.
 - iii. Solid waste containing cannabis waste generated at a Blue Oak Angels, LLC facility may be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located; or
 - iv. No fewer than two Blue Oak Angels, LLC agents must witness and document how the marijuana waste is disposed of or otherwise

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handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12).

When marijuana products or waste is disposed or handled, Blue Oak Angels, LLC 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 disposal or other handling, and the names of the two Blue Oak Angels, LLC agents present during the disposal or other handling, with their signatures. Blue Oak Angels, LLC will keep these records for at least three years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the CCC.

Energy Efficiency and Conservation

The Blue Oak team is focusing its efforts on efficiencies all around. Our management is keen on automation and reduction of waste on all fronts from energy to human capital. We plan to run a lean operation with high efficiency machines and low touch operation to optimize the space in which we operate. Management will be monitoring the draw from our machinery to optimize power schedules and reduce waste wherever possible.

Blue Oak Angels, LLC will demonstrate consideration of the following factors to mitigate its power consumption:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- Strategies to reduce electric demand (such as lighting schedules, and energy storage);
- Consideration of EV power ports & solar panels to reduce greenhouse gas emissions in the town of Framingham. The company has received written favorable considerations from its property owner to assess installation of EV charging and solar panels in the future, to further offset our smaller carbon footprint.

BOA will satisfy minimum energy efficiency and equipment standards established by the CCC and meet all applicable environmental laws, regulations, permits and other applicable approvals, prior to obtaining a final license under 935 CMR 500.

Security

BOA is committed to maintaining a secure facility by implementing rigorous security measures. These measures encompass 24/7 surveillance through interior and exterior cameras, including storage areas and potential future vehicles. We will collaborate with a professional security and alarm company to create and oversee a comprehensive security plan. Our system will include perimeter windows, duress, panic, and holdup alarms linked to local law enforcement for swift response during security incidents. Furthermore, a system failure notification feature ensures immediate alerts to our executive management team. Continuous HD video surveillance will cover all marijuana areas, entrances, exits, and parking lots, and will be accessible to the Framingham Police Department. Adequate lighting and minimal foliage will maintain clear visibility. Only registered agents and authorized visitors will gain access, recorded in a visitor log. ID badges will be mandatory, with a current access list. On-site marijuana consumption will be prohibited. Additional security measures include age verification for access, proper disposal of excess marijuana, secured entrances, and restricted access areas with minimal essential personnel.

Storage Plan

Our storage plan prioritizes the secure handling of finished marijuana products to prevent diversion, theft, and loss. Key elements include:

- All products to be stored in locked safes or vaults to prevent unauthorized access
- Safes and related areas locked, with limited entry for product handling
- Regular maintenance of locks and security equipment
- Keys, if used, never left in locks or accessible to unauthorized personnel
- Restricted access to security measures (e.g., combinations, passwords) for authorized personnel
- Well-lit exterior perimeters where applicable for surveillance
- Concealed products to prevent public visibility

- Willingness to implement additional safeguards as required by the CCC
- Sharing security plan with local law enforcement for collaboration and compliance

Market Research

Opportunities

- **Market Growth:** The legal cannabis market in Massachusetts and other states are experiencing significant growth. There is now greater acceptance of legal cannabis from the general public than the initial opening of the Adult Use (AU) market. This could be due to lack of negative community impacts that have been identified and recorded by municipalities. The public is learning more about products, efficacies, and safeties around the legalized market. Consumers are developing trust among brands and valuing consistency and convenience from the regulated market.
- **Supply and Demand Stabilization:** When the Adult Use market first launched in MA there was a shortage of supply. Licensed cultivators needed time to grow more plants and identify their stable genetics. Processors did not have enough biomass for extractions. This led to waves of products being out of stock or limits on the end consumer for particular SKUs. We are now in a much better position in MA when it comes to market supply.
- **Partnerships and Collaborations:** Collaborating with other businesses in the cannabis supply chain, such as cultivators, dispensaries, and delivery services, is essential to expand market reach. Our market is now stabilizing with more quality licensed operators. This allows for collaborations across companies allowing each portion of the supply chain to really focus on what they are specialized in. This will increase efficiencies and returns on investment since companies will not be spread too thin across all aspects of the industry.

Blue Oak Angels

- **Diversification of Product Offerings:** There is room for innovation and diversification in the types of cannabis products offered. Our team will develop new and unique products to cater to different consumer preferences, including edibles, concentrates, topicals, and more.
- **Brand Development:** Building strong brands and establishing loyalty is a valuable asset in any industry. Blue Oak Angels will differentiate ourselves through branding, services, and marketing strategies.
- **Technology Integration:** Embracing technology for product tracking, quality control, and customer engagement can enhance operational efficiency and improve the customer experience. By utilizing data, we are able to create products that are more strategic and adjust based on transactional patterns and consumer purchasing decisions.
- **Innovative Intake:** There are many innovations that have arisen in the last few years, particularly in packaging and how a consumer can consume. Drinks for an example were a new development. Fast-acting technologies have exploded and have high demand from consumers. New proprietary vaporizer pods and disposables have displaced traditional cartridges with better inhalation experiences and safety over cartridges. These are some of the ways Blue Oaks Angels will set itself apart from other competition in the market.

Challenges

- **Price Wars:** This is a current trend across the market for many who do not understand traditional supply chain mechanisms. We are seeing a good amount of people drop pricing on products to drive more transactions rather than understand their customer and connect with them on a different level. This only hurts operators and it goes back upstream to producers and cultivators. Dropping the price is not the answer because it diminishes brand value and lessens the quality of products in the market over time. We

Blue Oak Angels

are prepared with our business model to create value where there is a challenge through providing the right product for the right price - not through price compression.

- Account receivables delayed from licensed retail establishments: We are currently seeing a major challenge in the MA regulated cannabis industry. Some companies are not paying bills on time. This is a big challenge that we are aware of. We have dedicated members of our team staying on top of our sales channels. We have implemented SOPs for our sales and accounting teams. We have created favorable pricing terms with our sales channels to ensure we are paying our part on time and collecting in a timely manner.
- Federal Legalization Uncertainty: The status of cannabis at the federal level remains uncertain. Changes in federal policy could have a significant impact on the industry, creating both opportunities and challenges. We are excited to work within the MA state and will adapt and stay compliant as policy changes are set in place.
- Surplus of “CopyCat” Products: There is a lack of variety when it comes to the market. More unique SKUs are wanted by the end consumer and this will allow more brands to be created and connect with specific niche markets. Blue Oak Angels is aware of the current marketplace and is eager to challenge the status quo and create new products.

Customers

Blue Oak Angel’s target customers include Licensed Marijuana Retail Establishments and Delivery Services in the MA Adult Use Program. Our final products will be sold through licensed Marijuana Retail Establishments to a variety of target audiences. Each brand and product SKU brought to market will be targeting specific niche personas.

Market Opportunity

The Massachusetts cannabis market has witnessed remarkable growth since recreational retail cannabis was introduced in November 2018, with gross sales surpassing \$364 million in its first year. On September 3rd, an announcement from the CCC indicated that the Massachusetts recreational cannabis market had surpassed 5 billion dollars in gross sales as of August 31, 2023, presenting a compelling business opportunity.

- MA showed us that consumers care about quality regulated cannabis. In the first year of operation, 33 dispensaries in MA generated approximately \$393MM in gross sales. Despite the pandemic, sales in MA crossed \$1B in its 3rd year of Adult Use sales.
- Massachusetts (MA) is positioned for sustained growth, demonstrating resilience where some of its predecessors have faced challenges. The state's strategic approach commenced with the establishment of a robust medical program, which laid a sturdy foundation for building consumer trust, developing a robust regulatory framework, and creating ample opportunities for future expansion.

1.A)

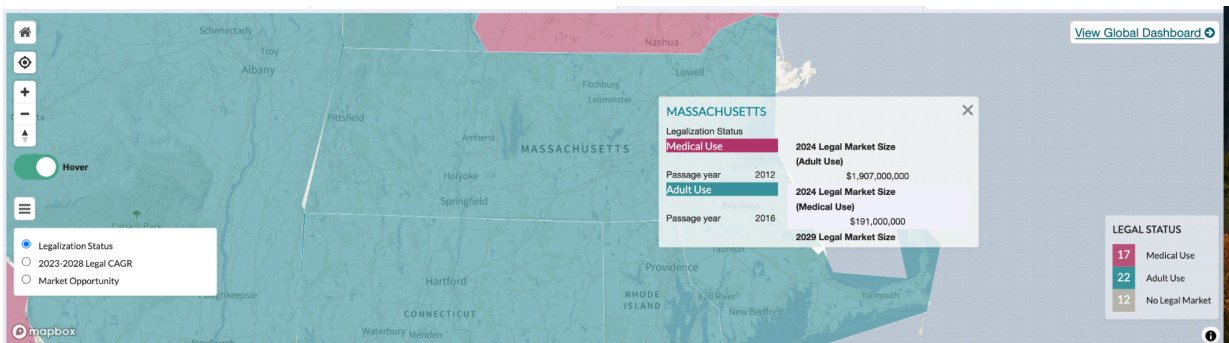


Image 1.A demonstrates the financial opportunity of both the legal adult use market and medical market in Massachusetts as of 2024.

Data source: <https://equio.newfrontierdata.com/cannabis-dashboard/map/cannabis-market>

1.B)

General Cannabis Market Data - MA					
LEGAL MARKET SIZE	ADULT USE MARKET SIZE	MEDICAL MARKET SIZE	ILLICIT MARKET SIZE	ANNUAL CONSUMPTION RATE	MEDICAL PATIENT COUNT
\$2.1B (2024)	\$1.9B (2024)	\$191M (2024)	\$1B (2024)	27.32% (2024)	95K (2024)
5-YEAR LEGAL MARKET CAGR	5-YEAR TOTAL MARKET CAGR	TOTAL ADDRESSABLE CONSUMERS	MEDICAL CANNABIS ALLOWED?	ADULT USE ALLOWED?	PERSONAL CONSUMPTION DECRIMINALIZED?
5.46% (2024-2029)	-0.85% (2024-2029)	1.5M (2024)	Yes	Yes	Yes

Image 1.B outlines general market data across Massachusetts for the Adult Use, Medical, and Illicit cannabis markets.

Data source: <https://equio.newfrontierdata.com/cannabis-dashboard/map/cannabis-market>

2.A)

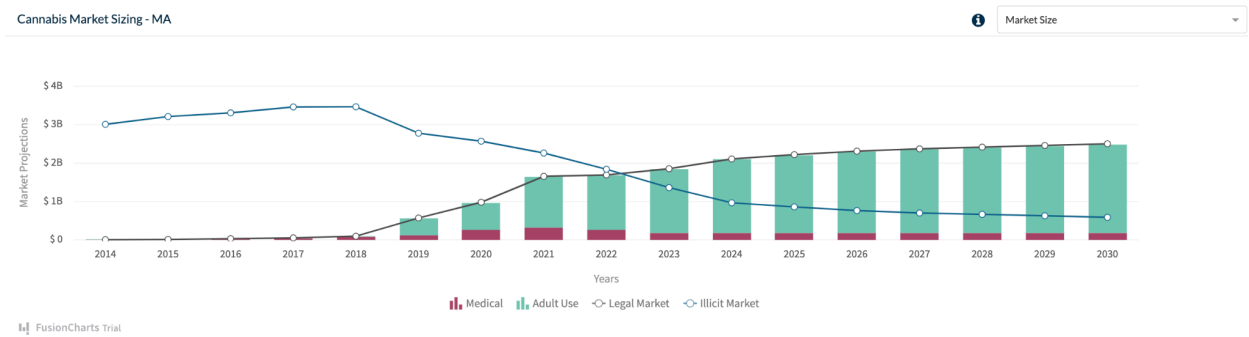


Image 2.A clearly shows a preference among consumers for the legal adult-use cannabis market, concurrently highlighting a decline in purchases from the illicit market. Image 2.A above shows the market opportunity in MA of the market size as of 2024.

Data source: <https://equio.newfrontierdata.com/cannabis-dashboard/map/cannabis-market>

2.B)

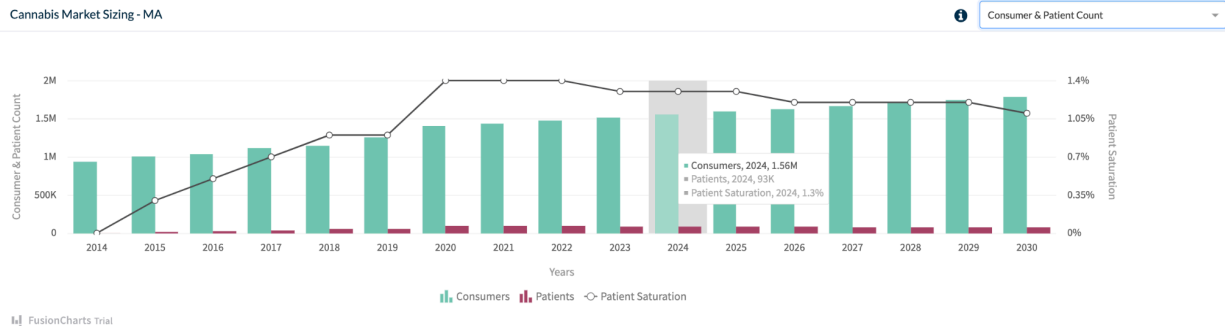
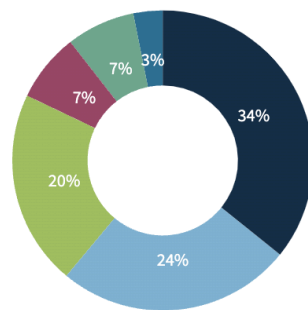


Image 2.B above shows the historical, current, and projected consumer and patient counts in MA between 2014 through 2030.

<https://equio.newfrontierdata.com/cannabis-dashboard/map/cannabis-market>

Average Spend Per Purchase - MA



34% \$50-\$99 24% \$20-\$49 20% \$100-\$199 7% \$200-\$399
7% Under \$20 3% \$400+

FusionCharts Trial

Cannabis Product Forms Consumed- MA



SMOKEABLES
77%



EDIBLES
63%



TOPICALS/TINCTURES
29%



EXTRACTS
14%



VAPES
29%



OTHER
22%

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Data & images above were sourced from Equio to display the average spend per purchase in MA Adult Use Retail Establishments and percentage of interest across cannabis categories.

<https://equio.newfrontierdata.com/cannabis-dashboard/map/cannabis-consumer>

Pricing Structure

Blue Oak Angels, LLC pricing structure will be driven by market conditions. The company plans to produce products of superior quality and will price its products accordingly. Currently we are utilizing open data sources from online menus to structure our pricing. We are seeing a range of approximately 50% - 55% margin on products at the retail level in MA. Understanding this market normalcy allows us to price our products competitively.

Research & Development

Blue Oak Angels, LLC may engage in a variety of research and development initiatives to ensure continued product quality, operational efficiency, and ability to compete.

Hiring & Training

We have already established relationships with core brands currently operating in our need to hire appropriately out of the gate. This will include management, fulltime and part time employees that span across dedicated functions. Some of the position may include but are not limited to:

- Executive Functions
 - CEO / CMO / COO
 - 3rd Party CFO & Controller
 - President/General Manager
 - VP Product
 - Compliance Officer
- Administrative
 - Inventory Personnel

- Office Manager
- Processing
 - Lab Manager/Lead
 - Formulation Lead
 - Lab Technicians
 - MIPS Lead
 - MIPS Technicians
- Packaging
 - Packaging Manager/Lead
 - Packaging Technicians
- Internships

Our culture promotes inclusion and opportunity for growth. We are looking for individuals with a growth mindset. We intend on compensating employees at the high end of industry standards while providing competitive benefits packages available, including medical, and dental.

We will be providing training with an aim to elevate our staff to grow inside the team. Innovation is core to our business. All staff will be required to satisfy specific training requirements, as well as team-building community service commitments.

Financial Projections

Sales are expected to start conservatively the first year and increase steadily until reaching market saturation for product categories. It is our intent to continue to expand our offerings to extend our ability to grow with the market demand. Initially, cash will be retained in the business to cover operating needs as well as future expansion to meet the demands.

5 Year pro forma table on the next page >>

Blue Oak Angels

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	\$2,482,865	\$4,508,593	\$5,811,549	\$6,555,572	\$7,624,945
COGS	\$404,904	\$727,379	\$878,532	\$994,027	\$1,129,101
Gross Profit	\$2,077,961	\$3,781,214	\$4,933,017	\$5,561,545	\$6,495,844
OPEX	\$2,222,325	\$2,718,930	\$2,914,905	\$2,953,067	\$2,985,834
CAPEX	\$577,982	-	-	-	-
Net Income	(\$722,346)	\$1,062,284	\$2,018,112	\$2,608,478	\$3,510,010

After the first 18 months of operations, it is expected that Blue Oak will be able to trim expenses through internal efficiencies, stabilization of external source material, gained operational experience and economies of scale.

Policies Standard Operating Policy - Blue Oak Angels, LLC

Policy: Blue Oak Angels, LLC ("Blue Oak") is committed to maintaining personnel policies and procedures in accordance with Massachusetts regulations. This policy document outlines the guidelines related to personnel records, maintaining an alcohol, smoke, and drug-free workplace, and ensuring the confidentiality of sensitive information. Blue Oak will also adhere to the immediate dismissal requirements set by the state regulations.

Procedures:

Personnel Records:

- 1) Blue Oak shall maintain the following personnel records:
 - a) Job descriptions for each employee and volunteer position, including organizational charts consistent with the job descriptions.
 - b) A personnel record for each Marijuana Establishment Agent. These records shall be maintained for a minimum of ten (10) years after the individual's affiliation with Blue Oak and shall include, at a minimum, the following:
 - i) All materials submitted to the Cannabis Control Commission ("the Commission") as per Massachusetts regulations.
 - ii) Documentation of reference verifications.
 - iii) The job description or employment contract, including duties, authority, responsibilities, qualifications, and supervision.
 - iv) Documentation of all required training, including training on privacy and confidentiality requirements, with the individual's signed statement indicating the date, time, place, and topics discussed, including the name and title of presenters.
 - v) A copy of the application submitted to the Commission on behalf of any prospective RMD Agent.
 - vi) A notice of completed responsible vendor and related duty training for any Marijuana Establishment Agent.
 - vii) Documentation of periodic performance evaluations.
 - viii) A record of any disciplinary action taken.
 - c) A staffing plan demonstrating accessible business hours and safe manufacturing conditions.
 - d) Personnel policies and procedures, as further detailed in the Blue Oak Employee Handbook.
 - e) Criminal Offender Record Information (CORI) reports obtained in accordance with Massachusetts regulations.
- 2) All CORI reports obtained by Blue Oak in accordance with Massachusetts regulations will be kept separate from general personnel records. Copies of any additional, ongoing CORI reports obtained by Blue Oak concerning its Agents after initial hire will be submitted to the Commission.
- 3) Blue Oak employees may inspect and/or receive copies of documents in their personnel file upon request. The procedure for receiving such copies is detailed in the Blue Oak Employee Handbook.
- 4) Blue Oak personnel records will be made available to the Commission for inspection upon request.

Alcohol, Smoke, and Drug-Free Workplace:

- 1) Blue Oak is dedicated to maintaining an alcohol, smoke, and drug-free workplace to provide a clean, healthy, productive, and safe environment for all. Use of alcohol, tobacco, and/or controlled substances on Blue Oak property, during work, or while performing company business is strictly prohibited.

- 2) Blue Oak maintains an alcohol, smoke, and drug-free workplace in accordance with Massachusetts regulations.
- 3) This policy applies to all Blue Oak employees, adult-use consumers, registered qualifying patients, personal caregivers, visitors, volunteers, contractors, consultants, vendors, and Blue Oak's Board of Directors.
- 4) Under no circumstances is a Blue Oak employee permitted to report to work or operate a company-owned vehicle/equipment under the influence of alcohol or controlled substances. When there is reasonable suspicion that an employee has violated this Policy, Blue Oak Management reserves the right to require drug and/or alcohol testing and impose discipline, up to and including termination. Refusal to submit to a drug and/or alcohol test will subject the employee to discipline, up to and including termination.
- 5) Smoking and tobacco use of any kind, including vaping, is prohibited at all Blue Oak owned and/or leased locations/premises, including all internal and external areas, parking lots, walkways, entrances and exits, and all company-owned and/or leased vehicles.
- 6) Employees violating this Policy will be subject to disciplinary action, up to and including termination, as determined by Blue Oak in its sole discretion. Visitors who do not comply with this Policy will be asked to leave if they continue to disregard the Policy.
- 7) This Policy is not intended to interfere with the regular business operations of Blue Oak and the Manufacturing of adult-use marijuana, to the extent permitted by local and Massachusetts regulations and law.
- 8) Copies of this Policy shall be distributed to all current and future employees and vendors, posted on the premises, and available for inspection upon request.

Confidentiality:

- 1) Blue Oak protects the security, privacy, and confidentiality of information regarding employees & clients generated, received, and/or maintained in the course of doing business in accordance with the requirements under Massachusetts regulations.
- 2) Blue Oak utilizes appropriate administrative, physical, and technical safeguards to protect Confidential Information from inappropriate or unauthorized access, use, and/or disclosure.
- 3) Access to Confidential Information is provided only to authorized Blue Oak personnel who have a need to access such information to accomplish a legitimate work task.
- 4) Access to electronic systems containing Confidential Information, including the Metrc and LeafLogix software systems, is governed by strict security measures, including user authentication, password protection, and other means as needed.
- 5) Electronic systems containing Confidential Information are encrypted and electronic records are stored and backed up on a secure cloud computing server.
- 6) Except as otherwise permitted by law, Blue Oak shall not disclose Confidential Information without the written consent of the individual to whom the Confidential Information applies.
- 7) Any Blue Oak personnel who become aware of a possible breach of the security or confidentiality of Confidential Information shall immediately notify their supervisor. Blue Oak personnel shall cooperate with management and external regulatory agencies, as applicable, during any subsequent breach investigation. External reporting of any breach of the security or confidentiality of Confidential Information will be in

accordance with applicable law. Any breach of confidentiality is only to be discussed with Blue Oak supervisors or executive management.

- 8) Any third-party business associate of Blue Oak, who receives or requires access to the Confidential Information of Blue Oak, will be required to execute a written agreement in which such third party and its agents agree to maintain the privacy and security of the Confidential Information.
- 9) Unauthorized access, use, or disclosure of Confidential Information in violation of this Policy is strictly prohibited.
- 10) Failure to adhere to the conduct and standards described in this Policy may result in disciplinary action, up to and including termination, and may also lead to civil and criminal liability.
- 11) Notwithstanding the obligations of privacy and confidentiality contained in this Policy, Blue Oak shall make Confidential Information available to the Cannabis Control Commission ("the Commission") as authorized by law for the Commission to carry out its official duties.

Immediate Dismissal:

- 1) In accordance with the requirements under Massachusetts regulations, Blue Oak, LLC ("Blue Oak") shall immediately dismiss any Marijuana Establishment Agent who has diverted marijuana, engaged in unsafe practices with regard to Blue Oak's operations, or been convicted or found guilty of a felony drug offense involving distribution to a minor. Additional grounds for disciplinary action are further described in the Blue Oak Employee Handbook.
- 2) Any instance of marijuana diversion by a Marijuana Establishment Agent will be immediately reported to the President/CEO/COO and/or Executive Management, including the name of the Agent and the type and quantity of marijuana involved in the diversion incident.
- 3) The Agent who diverted marijuana shall be immediately dismissed from Blue Oak and escorted off the premises, and their ID badge will be promptly deactivated.
- 4) The President/CEO/COO and/or Executive Management will report the diversion to law enforcement officials and to the Cannabis Control Commission ("the Commission") in a timely fashion and in the manner required by law. Refer to Blue Oak's Incident Reporting Policy.
- 5) Any instance where an Agent has engaged in unsafe practices with regard to Blue Oak's operations (e.g., violations of applicable laws or regulations or Blue Oak policies and procedures) shall be immediately reported to the President/CEO/COO and/or Executive Management, including the name of the Agent involved and a description of the unsafe practices.
- 6) The President/CEO/COO and/or Executive Management will report the unsafe practices incident to the Commission in a timely fashion and in a manner required by law. Refer to Blue Oak's Incident Reporting Policy.

This policy will be reviewed on an annual basis, each January, to ensure compliance with current Massachusetts regulations and any necessary updates will be made promptly.

Manufacturing Safety Plan

1. Introduction: Blue Oak Angels' manufacturing facility will operate in full compliance with all Massachusetts Cannabis Control Commission (CCC) regulations, prioritizing product quality and employee safety.

2. Facility Design and Layout: The facility is designed to optimize workflow and safety, with designated areas for:

- Raw material intake and storage
- Manufacturing and extraction
- Finished product packaging
- Quality control testing and product storage
- Employee lockers and sanitation areas

Each area will be clearly marked and equipped with proper ventilation and cleanliness protocols to prevent contamination and accidents.

3. Manufacturing and Processing Protocols: All processes will adhere to strict protocols that ensure product consistency and quality, including:

- Comprehensive inventory control and tracking of all cannabis products from intake to finished goods
- Regular calibration and maintenance of equipment to avoid malfunctions or contamination
- Immediate logging and reporting of any product deviations for corrective action

4. Equipment Safety:

- All employees operating machinery will undergo mandatory, detailed training on the proper use of equipment.
- Personal protective equipment (PPE), including gloves, masks, and protective clothing, will be required in all production areas.

5. Chemical Safety:

- Chemicals will be stored in ventilated, lockable cabinets to ensure safety and compliance with hazardous material regulations.
- Material Safety Data Sheets (MSDS) for all chemicals will be easily accessible to employees, and chemical safety training will be conducted regularly.
- Spill kits and containment measures will be readily available in all areas where chemicals are used or stored.

6. Fire and Electrical Safety:

- The facility will be outfitted with smoke detectors, fire alarms, and fire extinguishers strategically placed in key areas.
- All electrical equipment will undergo regular inspection and maintenance by certified professionals.
- Emergency exits will be clearly marked and unobstructed, with lighting in case of power outages.

7. Security Measures:

- 24/7 surveillance cameras will monitor all critical areas, including storage rooms, manufacturing spaces, and entry points, in line with CCC regulations.
- Access to restricted areas will be controlled through keycard or biometric systems, limiting entry to authorized personnel only.
- The facility will have a comprehensive emergency response plan that covers evacuation, theft prevention, and natural disaster protocols.

8. Employee Safety Training:

- Employees will be trained on all workplace safety protocols, including chemical handling, equipment usage, and emergency response procedures.
- Routine safety drills, such as fire and chemical spill responses, will be conducted to ensure preparedness.
- Open communication regarding safety concerns will be encouraged, allowing employees to report unsafe conditions or hazards without fear of repercussion.

9. Sanitation and Hygiene:

- Employees will follow strict hygiene protocols, including the use of gloves, hairnets, and sanitized uniforms when handling products.
- Equipment and work surfaces will be sanitized regularly to maintain cleanliness and avoid contamination.
- Hand-washing stations will be available in all key areas, with regular reminders for employees to maintain proper hand hygiene.

10. Waste Management:

- Cannabis waste will be managed in accordance with CCC guidelines, securely documented and disposed of in locked waste containers.
- Hazardous chemical waste will be handled by licensed contractors to ensure proper disposal and environmental safety.

11. Eye Washing Stations:

- Eye washing stations will be installed in all areas where chemicals are handled or exposure is possible, in compliance with OSHA standards. These stations will be easily accessible and regularly inspected for functionality.

12. Compliance and Monitoring:

- A dedicated Compliance Officer will oversee safety procedures and ensure adherence to all CCC regulations.
- Regular internal safety audits and inspections will be conducted biannually to maintain safety standards.
- Continuous improvement will be a priority, with feedback from employees and safety experts used to update safety protocols and equipment as needed.

Compliance Plan for Restricting Access to Persons Age 21 and Older

Blue Oak Angels, LLC is committed to ensuring strict compliance with Massachusetts General Laws Chapter 94G, Section 12, and all applicable regulations set forth by the Cannabis Control Commission (CCC), including 935 CMR 500.029 and 500.030. As part of this commitment, we have developed a comprehensive plan to restrict access to cannabis products exclusively to individuals aged 21 and older. This plan extends to all employees, registered agents, visitors, and customers to uphold regulatory requirements and foster a safe, compliant operational environment.

1. Age Verification Protocol

We will employ a robust age verification system to ensure that no person under the age of 21 has access to cannabis products or restricted areas of our facility.

1.1 Physical Storefronts

- **Visitor Entry:** All visitors must present a valid, government-issued photo ID proving they are 21 years or older before gaining entry to the premises.
- **Employee and Agent Access:** In compliance with **935 CMR 500.029** and **500.030**, all employees and registered agents must be at least 21 years old. During the hiring process, prospective employees must provide valid ID to verify their age. Documentation will be securely retained as part of their employment record.
- **ID Verification Training:** Trained staff will manually inspect IDs for authenticity, paying particular attention to holograms, expiration dates, and signs of tampering or forgery. Suspicious IDs will result in denial of entry.

1.2 Customer Orders and Deliveries

- **Delivery Protocol:** Upon delivery, couriers will verify the recipient's ID and confirm they are 21 years or older. Deliveries will only be made to the person/ company who placed the order.
- **Failed Verification:** If the recipient cannot provide valid ID, the delivery will be canceled, and the product returned to the facility.

2. Staff Training

All employees and registered agents are required to participate in ongoing training programs focused on:

- **Proper ID Verification:** Techniques for identifying valid government-issued IDs, recognizing fake or fraudulent documents, and understanding Massachusetts ID features.

- **Compliance with Age Restriction Laws:** Specific rules and regulations under 935 CMR 500.029 and 500.030, emphasizing the requirement that all employees and agents be 21 or older.
- **Refusal Protocols:** Best practices for professionally and effectively denying entry or service to individuals who fail age verification will be used.
- **Annual Training Refreshers:** Staff will complete mandatory training annually, and new hires will complete this training as part of their onboarding process. Additional training sessions will be held if regulations or procedures are updated.

3. Signage and Notices

- **Notices:** Clear age restriction notices will be displayed on all relevant pages of our purchase orders with retail establishments. Customers will be required to confirm their age before proceeding with any purchase.
- **Employee Areas:** Age restriction requirements and compliance reminders will be posted in employee common areas to reinforce staff awareness.

4. Surveillance and Monitoring

- **Video Monitoring:** Security cameras will continuously record areas where age verification occurs, such as facility entrances, inventory areas, and delivery dispatch points.
- **Retention Period:** Footage will be retained for at least 90 days, as required by CCC regulations, and made available for inspection during audits or investigations.
- **Incident Review:** If a compliance breach or age-related incident occurs, the footage will be reviewed to identify process failures and guide corrective actions.

5. Additional Protocols for Employees and Registered Agents

- **Age Requirements:** In compliance with **935 CMR 500.029** and **500.030**, all employees and registered agents must be 21 years or older.
- **Age Verification During Hiring:** Prospective employees will undergo a rigorous onboarding process that includes verification of their age through valid government-issued ID.
- **Access Controls:** Employees under 21 (if allowed for non-cannabis-specific roles in certain contexts) are strictly prohibited from accessing cannabis-related areas of the facility.
- **Employment Termination for Noncompliance:** Any employee found to have falsified age documentation will face immediate termination and may be reported to authorities as required by law.

6. Enforcement and Incident Response

- **Escalation Procedure:** Any instance of suspected noncompliance with age restrictions will be immediately escalated to the Compliance Manager.
- **Corrective Actions:** Incidents will be investigated, and measures implemented to address root causes, including retraining staff or updating procedures.

By implementing these comprehensive measures, Blue Oak Angels, LLC ensures that cannabis products remain accessible only to individuals aged 21 and older, maintaining full compliance with Massachusetts laws and Cannabis Control Commission regulations. These protocols reflect our unwavering commitment to safety, security, and responsible cannabis distribution.

Compliance and Quality Control Plan for Blue Oak Angels

Regulatory Compliance

Blue Oak Angels is dedicated to ensuring full compliance with all applicable regulations, particularly 935 CMR 500.160. We will procure cannabis flower that meets stringent quality control standards and have it delivered to our licensed marijuana establishment. For every batch of finished marijuana products, a representative sample will be sent to an Independent Testing Laboratory, as required by 935 CMR 500.160(1) and 935 CMR 500.105(13). No product will be marketed or sold until all testing is complete and the results confirm that the product complies with all regulatory standards. All laboratory test results will be securely maintained for a minimum of one year.

Contaminant Response Procedures

In the event that laboratory results indicate contamination levels exceeding the acceptable limits defined by 935 CMR 500.160(3), Blue Oak Angels has established documented procedures to address the issue promptly. We will notify the Cannabis Control Commission (CCC) within 72 hours of any confirmed contamination in a product that cannot be remedied. Our notification will include a disposal plan in accordance with CCC guidelines, an assessment of the contamination source, and a detailed corrective action plan to prevent future occurrences.

Record Keeping and Documentation

Blue Oak Angels will maintain comprehensive records for each batch of product. These records will include details such as the source of materials, laboratory test results, production dates, lot numbers, and any deviations from standard operating procedures (SOPs). All SOPs will be reviewed annually or after any significant procedural or regulatory changes. Audits will be conducted periodically to ensure strict adherence to these protocols, and any changes to SOPs will be documented with updated training provided to relevant staff.

Quality Control Procedures

Before production, all incoming materials—such as cannabis oil, isolated cannabinoids, terpenes, and other inputs—will undergo inspection to ensure Certificates of Analysis (COAs) are present and compliant. Staff will verify these materials against purchase orders and specifications, and any non-conformities will be documented and investigated.

All quality control (QC) procedures and results will be accurately recorded and stored for future audits and traceability. QC staff will be thoroughly trained on SOPs and quality standards, with ongoing training provided as needed. The QC Manager will be responsible for the implementation, enforcement, and continuous improvement of all SOPs and quality measures.

By adhering to these policies, Blue Oak Angels ensures the highest standards of product quality, safety, and regulatory compliance across all operations.

Compliance and Quality Control Plan for Blue Oak Angels

Regulatory Compliance

Blue Oak Angels is committed to maintaining full compliance with all applicable regulations, including 935 CMR 500.160 and 935 CMR 500.105. We will procure cannabis flower that meets stringent quality control standards and ensure it is delivered to our licensed marijuana establishment in a safe and sanitary manner. The processing of marijuana will focus exclusively on the leaves and flowers of female plants, ensuring they are:

- Well-cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of mold, rot, fungal, and bacterial contamination;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in secure, designated areas.

For every batch of finished marijuana products, a representative sample will be sent to an Independent Testing Laboratory, as required by 935 CMR 500.160(1) and 935 CMR 500.105(13). No product will be marketed or sold until all testing is complete and confirms compliance with all regulatory standards. Laboratory test results will be securely maintained for a minimum of one year.

Contaminant Response Procedures

In the event that laboratory results indicate contamination levels exceeding the acceptable limits defined by 935 CMR 500.160(3), Blue Oak Angels will take immediate action. Within 72 hours of confirmation, the Cannabis Control Commission (CCC) will be notified. The notification will include:

1. A disposal plan aligned with CCC guidelines.
2. An assessment to identify the source of contamination.

3. A corrective action plan detailing steps to prevent future occurrences.

Sanitary Operations and Employee Standards

Blue Oak Angels ensures that all employees and agents whose roles involve contact with marijuana comply with the sanitary practices specified in 935 CMR 500.105(3) and 105 CMR 300.000. Employees will take food safety certification courses as needed. Employees will maintain personal cleanliness, wash their hands appropriately, and conform to established hygiene standards while on duty. Hand-washing facilities will be available in all production areas and other locations where good sanitary practices are required.

To maintain a sanitary environment, Blue Oak Angels will:

- Ensure sufficient space for equipment and material storage to support sanitary operations.
- Regularly remove litter and waste to minimize odors and prevent pest attraction.
- Construct floors, walls, and ceilings in a manner that allows them to be easily cleaned and kept in good repair.
- Maintain, clean, and sanitize all contact surfaces as frequently as necessary to prevent contamination.
- Identify and store toxic items in a manner that protects against the risk of contamination of marijuana products.

All water supplies and plumbing will be sufficient for operational needs and will be designed to carry water to required locations throughout the facility. Adequate and accessible toilet facilities will be provided for employees to maintain sanitary practices.

Storage and Transportation

All finished marijuana products will be stored and transported under conditions that protect them from physical, chemical, and microbial contamination. The storage areas will include climate-controlled vaults equipped with environmental monitoring to ensure temperature and humidity remain within ideal ranges. Refrigeration or Freezers will be implemented as needed (if applicable). Products will be compartmentalized to prevent cross-contamination and ensure product integrity. All chemicals will be stored in a locked chemical cabinet away from food and ingestible items.

Record Keeping and Documentation

Blue Oak Angels will maintain detailed records for each batch of product. These records will include the source of materials, laboratory test results, production dates, lot numbers, and any deviations from standard operating procedures (SOPs). SOPs will be reviewed annually or whenever significant procedural or regulatory changes occur. Periodic audits will ensure strict adherence to these protocols, and changes to SOPs will be documented with updated training provided to relevant staff.

Quality Control Procedures

All incoming materials, including cannabis oil, isolated cannabinoids, terpenes, and other inputs, will undergo inspection to ensure Certificates of Analysis (COAs) are present and compliant. These materials will be verified against purchase orders and specifications, with any non-conformities documented and investigated.

Processing will occur exclusively on food-grade stainless steel tables in designated, secure areas. All quality control (QC) procedures and results will be accurately recorded and stored for audits and traceability. QC staff will receive ongoing training on SOPs, quality standards, and regulatory compliance. The QC Manager will oversee the implementation, enforcement, and continuous improvement of all quality measures.

Title: Maintaining Financial Records SOP

Last Updated: 09/20/24

Approved By:

Effective Date:

Purpose:

Blue Oak Angels LLC ("BOA") is committed to maintaining accurate, compliant financial records to ensure transparency, support internal and external audits, and provide information to the Cannabis Control Commission ("CCC") and other regulatory authorities. This SOP outlines how BOA will adhere to the requirements specified in **935 CMR 500.140(6)** and other relevant regulations.

Records:

BOA's financial records will be maintained in accordance with **generally accepted accounting principles (GAAP)** and other relevant laws, including **935 CMR 500.140(6)**. The records, both manual and electronic, include, but are not limited to, the following:

1. Business records:

- Assets and liabilities
- Monetary transactions
- Books of accounts (journals, ledgers, supporting documents, agreements, checks, invoices, vouchers)
- Sales records (including the quantity, form, and cost of marijuana products)
- Salary and wages paid to employees, stipends, executive compensation, bonuses, benefits, or any item of value paid to any persons with direct or indirect control over the establishment

2. Additional records:

- Records related to the disposal of cannabis, cannabis products, and waste
- Records related to the sale of cannabis and/or products containing cannabis
- Transportation records (e.g., manifests)
- Inventory tracking records maintained by the facility, outside of the inventory control management system
- Manufacturing records (extraction, refining, packaging, and labeling)
- Employee records as required by **935 CMR 500.001**
- Records of any theft, loss, or unaccountability of cannabis materials

Retail-Specific Requirements:

As a retail establishment, BOA will adhere to specific regulations outlined in **935 CMR 500.140(6)** to ensure the integrity of sales data and maintain compliance with all relevant state laws.

1. Prohibition on Manipulation or Alteration of Sales Data:

BOA will not utilize any software or methods to manipulate or alter sales data. This includes ensuring that all sales data is accurate and unaltered, in accordance with **935 CMR 500.140(6)**.

2. **Monthly Equipment Analysis:**

BOA will conduct a **monthly analysis** of its equipment to ensure that no software has been installed that could be used to manipulate or alter sales data. This analysis will be documented and kept on file for compliance verification.

3. **Record of Monthly Analysis:**

BOA will maintain records of the monthly analysis, demonstrating that no software was installed to manipulate or alter sales data. These records will be readily accessible for review by the CCC or other regulatory authorities.

4. **Action if Software Manipulation is Discovered:**

If BOA determines that software or other methods have been installed to manipulate or alter sales data, it shall:

- **Immediately disclose** the information to the Cannabis Control Commission
- **Cooperate fully** in any investigation initiated by the CCC
- Take any other actions directed by the Commission to ensure compliance with all applicable regulations.

5. **Compliance with Record Retention Requirements:**

BOA will adhere to the record retention requirements specified under **830 CMR 62C.25.1: Record Retention** and **DOR Directive 16-1**. This includes maintaining accurate and complete records for the required retention periods, ensuring that all financial, sales, and tax-related documents are accessible for review by the Department of Revenue (DOR) and the CCC.

Storage:

BOA will use encrypted offsite cloud storage for all records, which will be backed up daily to ensure data integrity and security. Safeguards will be put in place to prevent unauthorized access, erasure, or manipulation of records. This ensures compliance with regulatory requirements and provides protection against data loss or destruction.

- Records will be stored in compliance with all legal retention requirements, including the mandatory retention of records for at least **two years** following the closure of the establishment.
- The ability to recover data will be ensured in the event of computer malfunction or accidental destruction.

Personnel Policies and Procedures:

BOA will maintain the following personnel policies and procedures, which align with applicable laws and regulations:

- **Code of Ethics**
- **Whistle-blower Policy**
- **Disability Rights Policy:** This will notify persons with disabilities of their rights under [Massachusetts Employment Rights](#) or a comparable link. It will also include provisions prohibiting discrimination and ensuring reasonable accommodations.

Compliance Acknowledgement:

BOA acknowledges and will comply with all applicable regulations as set forth in **935 CMR 500.140(6)**, **830 CMR 62C.25.1**, and **DOR Directive 16-1**. This includes the retention, protection, and accurate reporting of all financial and sales data, ensuring that no software or methods are used to manipulate or alter sales data. All required records will be available for inspection by the CCC or any other authorized authority.

ENERGY COMPLIANCE PLAN

Blue Oak Angels, LLC will provide adequate lighting, ventilation, temperature, humidity, space, and equipment to ensure a safe, efficient, and compliant manufacturing environment in accordance with 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be securely stored and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana manufacturing will be disposed of in compliance with all applicable state and federal requirements.

To meet the energy efficiency and conservation requirements outlined in 935 CMR 500.105(15), Blue Oak Angels, LLC will:

1. **Identify and Implement Energy Use Reduction Opportunities**
 - Conduct a facility-wide assessment to identify energy reduction opportunities tailored to manufacturing operations, such as upgrading to energy-efficient manufacturing equipment and optimizing process workflows.
 - Increase reliance on natural lighting in common areas and non-production spaces where feasible.
2. **Evaluate Renewable Energy Opportunities**
 - Explore options for on-site renewable energy generation, such as installing rooftop solar panels to power specific operations or using renewable energy credits for indirect generation.
 - Where applicable, submit building plans showing potential locations for energy generators on-site. If certain renewable energy opportunities are not pursued, an explanation will be provided to clarify the rationale for such decisions. (Referencing 935 CMR 500.105(15))
3. **Develop Electric Demand Reduction Strategies**
 - Optimize manufacturing schedules to reduce energy use during peak demand hours.
 - Employ energy-efficient production equipment and install smart systems to actively manage and reduce the facility's electric load.
 - Implement lighting schedules, active load management, and energy storage solutions to further decrease electric demand. (Referencing 935 CMR 500.105(15))
4. **Engage with Energy Efficiency Programs**
 - Collaborate with energy efficiency programs under M.G.L. c. 25, § 21, or through municipal lighting plants to access incentives and technical support for improving energy performance.
 - Leverage audits and recommendations from these programs to further enhance energy conservation. (Referencing 935 CMR 500.105(15))

Blue Oak Angels, LLC is dedicated to adopting sustainable practices and maintaining compliance with Massachusetts Cannabis Control Commission regulations while minimizing our environmental impact as a manufacturing-focused operation.

Compliance and Quality Control Plan for Blue Oak Angels

Regulatory Compliance

Blue Oak Angels is dedicated to ensuring full compliance with all applicable regulations, particularly, testing regulations listed in accordance with 935 CMR 500.160. We will procure cannabis flower that meets stringent quality control standards and have it delivered to our licensed marijuana establishment. For every batch of finished marijuana products, a representative sample will be sent to an Independent Testing Laboratory, as required by 935 CMR 500.160(1) and 935 CMR 500.105(13). No product will be marketed or sold until all testing is complete and the results confirm that the product complies with all regulatory standards. All laboratory test results will be securely maintained for a minimum of one year.

Contaminant Response Procedures

In the event that laboratory results indicate contamination levels exceeding the acceptable limits defined by 935 CMR 500.160(3), Blue Oak Angels has established documented procedures to address the issue promptly. We will notify the Cannabis Control Commission (CCC) within 72 hours of any confirmed contamination in a product that cannot be remedied. Our notification will include a disposal plan in accordance with CCC guidelines, an assessment of the contamination source, and a detailed corrective action plan to prevent future occurrences.

Record Keeping and Documentation

Blue Oak Angels will maintain comprehensive records for each batch of product. These records will include details such as the source of materials, laboratory test results, production dates, lot numbers, and any deviations from standard operating procedures (SOPs). All SOPs will be reviewed annually or after any significant procedural or regulatory changes. Audits will be conducted periodically to ensure strict adherence to these protocols, and any changes to SOPs will be documented with updated training provided to relevant staff.

Quality Control Procedures

Before production, all incoming materials—such as cannabis oil, isolated cannabinoids, terpenes, and other inputs—will undergo inspection to ensure Certificates of Analysis (COAs) are present and compliant. Staff will verify these materials against purchase orders and specifications, and any non-conformities will be documented and investigated.

All quality control (QC) procedures and results will be accurately recorded and stored for future audits and traceability. QC staff will be thoroughly trained on SOPs and quality standards, with ongoing training provided as needed. The QC Manager will be responsible for the implementation, enforcement, and continuous improvement of all SOPs and quality measures.

By adhering to these policies, Blue Oak Angels ensures the highest standards of product quality, safety, and regulatory compliance across all operations.

Compliance and Quality Control Plan for Blue Oak Angels

Regulatory Compliance

Blue Oak Angels is committed to maintaining full compliance with all applicable regulations, including 935 CMR 500.105(3). We will procure cannabis flower that meets stringent quality control standards and ensure it is delivered to our licensed marijuana establishment in a safe and sanitary manner. The processing of marijuana will focus exclusively on the leaves and flowers of female plants, ensuring they are well-cured and generally free of seeds and stems; free of dirt, sand, debris, and other foreign matter; free of mold, rot, fungal, and bacterial contamination; prepared and handled on food-grade stainless steel tables; and packaged in secure, designated areas, as stated in 935 CMR 500.105(3). All cannabis products will only be assembled by staff with clean, washed hands and wearing sanitation gloves satisfying the sanitation requirements in 105 CMR 500.000, and if applicable, 105 CMR 590.000: State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments. All cannabis products will be produced, PACKAGED, secured, and stored in a locked area that only has access by limited staff or management via key access to remain compliant with 935 CMR 500.105(3).

For every batch of finished marijuana products, a representative sample will be sent to an Independent Testing Laboratory, as required by 935 CMR 500.160(1). No product will be marketed or sold until all testing is complete and confirms compliance with all regulatory standards. Testing of Marijuana Products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission. Laboratory test results will be securely maintained for a minimum of one year.

Contaminant Response Procedures

In the event that laboratory results indicate contamination levels exceeding the acceptable limits defined by 935 CMR 500.160(3), Blue Oak Angels will take immediate action. Within 72 hours of confirmation, the Cannabis Control Commission (CCC) will be notified. The notification will include:

1. A disposal plan aligned with CCC guidelines.
2. An assessment to identify the source of contamination.
3. A corrective action plan detailing steps to prevent future occurrences.

Sanitary Operations and Employee Standards

Blue Oak Angels ensures that all employees and agents whose roles involve contact with marijuana comply with the sanitary practices specified in 935 CMR 500.105(3) and 105 CMR 300.000. Employees will take food safety certification courses and obtain certifications prior to handling any cannabis products or working with ingestibles or consumables. Employees will maintain personal cleanliness, wash their hands appropriately, and conform to established hygiene standards while on duty. Hand-washing facilities will be available in all production areas and other locations where good sanitary practices are required, such as the restrooms and changing areas in the production facility. All staff will wear nitrile gloves for sanitation and best hygiene practices when handling products. All agents whose job includes contact with marijuana will follow the requirements for food handlers specified in 105 CMR 300.000.

All agents working in direct contact with marijuana will conform to sanitary practices while on duty, including maintaining adequate personal cleanliness; and washing hands appropriately. 935 CMR 500.105(3). All hand washing stations will provide hot water and soap as well as hand sanitizer supplies will be available. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands, such as bathrooms, and in work areas requiring access to wash stations and sanitation supplies. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. We will have storage of materials in a closet outside of the bathrooms with easy accessibility for all staff as needed.

Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests as in accordance with CMR 500.105(12) and 935 CMR 500.105(3). Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair, such as washable wall treatments, ceiling treatments, floor treatments and coverings. We will maintain the facility in good repair and safe working conditions for staff and to conduct production of cannabis products. All contact surfaces will be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination using cleaning supplies provided by the company. At the end of each shift, all areas will again go through an additional layer of clean up and sanitation practices before leaving the facility for the evening. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana or food products on site. We will make sure all toxic items are also clearly labeled and removed from common areas to minimize contact.

The water supply shall be sufficient for necessary operations. We will conduct water testing periodically to ensure safe levels are maintained. Plumbing will be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. The establishment will provide its employees with adequate, readily accessible toilet Facilities. Blue Oak Angels has worked with licensed professional engineers in the realm of mechanical, electrical, and plumbing (“MEP”) to design and specify the proper respective elements. Our licensed Architect and our licensed MEP Professional Engineers have stamped our drawings.

Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination. Our team will have adequate refrigeration on site to properly store finished products under safe conditions. The entire facility will also have proper air controlled temperature regulation.

To maintain a sanitary environment, Blue Oak Angels will:

- Ensure sufficient space for equipment and material storage to support sanitary operations.
- Regularly remove litter and waste to minimize odors and prevent pest attraction.
- Construct floors, walls, and ceilings in a manner that allows them to be easily cleaned and kept in good repair.
- Maintain, clean, and sanitize all contact surfaces as frequently as necessary to prevent contamination.
- Identify and store toxic items in a manner that protects against the risk of contamination of marijuana products.

All water supplies and plumbing will be sufficient for operational needs and will be designed to carry water to required locations throughout the facility. Adequate and accessible toilet facilities will be provided for employees to maintain sanitary practices.

Storage and Transportation

All finished marijuana products will be stored and transported under conditions that protect them from physical, chemical, and microbial contamination. The storage areas will include climate-controlled vaults equipped with environmental monitoring to ensure temperature and humidity remain within ideal ranges. Refrigeration or Freezers will be implemented as needed (if applicable). Products will be compartmentalized to prevent cross-contamination and ensure product integrity. All chemicals will be stored in a locked chemical cabinet away from food and ingestible items.

Record Keeping and Documentation

Blue Oak Angels will maintain detailed records for each batch of product. These records will include the source of materials, laboratory test results, production dates, lot numbers, and any deviations from standard operating procedures (SOPs). SOPs will be reviewed annually or whenever significant

procedural or regulatory changes occur. Periodic audits will ensure strict adherence to these protocols, and changes to SOPs will be documented with updated training provided to relevant staff.

Quality Control Procedures

All incoming materials, including cannabis oil, isolated cannabinoids, terpenes, and other inputs, will undergo inspection to ensure Certificates of Analysis (COAs) are present and compliant. These materials will be verified against purchase orders and specifications, with any non-conformities documented and investigated.

Processing will occur exclusively on food-grade stainless steel tables in designated, secure areas. All quality control (QC) procedures and results will be accurately recorded and stored for audits and traceability. QC staff will receive ongoing training on SOPs, quality standards, and regulatory compliance. The QC Manager will oversee the implementation, enforcement, and continuous improvement of all quality measures.

MAINTAINING FINANCIAL RECORDS SOP

Blue Oak Angels LLC ("BOA") is committed to maintaining accurate, compliant financial records to ensure transparency, support internal and external audits, and provide information to the Cannabis Control Commission ("CCC") and other regulatory authorities. This SOP outlines how BOA will adhere to the requirements specified in 935 CMR 500.140(6) and other relevant regulations.

Records

BOA's financial records will be maintained in accordance with generally accepted accounting principles (GAAP) and other relevant laws, including 935 CMR 500.140(6). The records, both manual and electronic, include, but are not limited to, the following:

1. Business Records:

- Assets and liabilities
- Monetary transactions
- Books of accounts (journals, ledgers, supporting documents, agreements, checks, invoices, vouchers)
- Sales records (including the quantity, form, and cost of marijuana products)
- Salary and wages paid to each employee, stipends, executive compensation, bonuses, benefits, or any item of value paid to any persons with direct or indirect control over the establishment (as required by 935 CMR 500.105(9)).

2. Additional Records:

- Records related to the disposal of cannabis, cannabis products, and waste
 - Records related to the sale of cannabis and/or products containing cannabis
 - Transportation records (e.g., manifests)
 - Inventory tracking records maintained by the facility, outside of the inventory control management system
 - Manufacturing records (extraction, refining, packaging, and labeling)
 - Employee records as required by 935 CMR 500.001
 - Records of any theft, loss, or unaccountability of cannabis materials
-

Retail-Specific Requirements

As a retail establishment, BOA will adhere to specific regulations outlined in 935 CMR 500.140(6) to ensure the integrity of sales data and maintain compliance with all relevant state laws.

1. Prohibition on Manipulation or Alteration of Sales Data:

BOA will not utilize any software or methods to manipulate or alter sales data. This includes ensuring that all sales data is accurate and unaltered, in accordance with 935 CMR 500.140(6).

2. Monthly Equipment Analysis:

BOA will conduct a monthly analysis of its equipment to ensure that no software has been installed that could be used to manipulate or alter sales data. This analysis will be documented and kept on file for compliance verification.

3. Record of Monthly Analysis:

BOA will maintain records of the monthly analysis, demonstrating that no software was installed to

manipulate or alter sales data. These records will be readily accessible for review by the CCC or other regulatory authorities.

4. Action if Software Manipulation is Discovered:

If BOA determines that software or other methods have been installed to manipulate or alter sales data, it shall:

- Immediately disclose the information to the Cannabis Control Commission
- Cooperate fully in any investigation initiated by the CCC
- Take any other actions directed by the Commission to ensure compliance with all applicable regulations.

5. Compliance with Record Retention Requirements:

BOA will adhere to the record retention requirements specified under 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1. This includes maintaining accurate and complete records for the required retention periods, ensuring that all financial, sales, and tax-related documents are accessible for review by the Department of Revenue (DOR) and the CCC.

- **Upon closure of the establishment, all records shall be kept for at least two years in compliance with 935 CMR 500.105(9).**

Storage

BOA will use encrypted offsite cloud storage for all records, which will be backed up daily to ensure data integrity and security. Safeguards will be put in place to prevent unauthorized access, erasure, or manipulation of records. This ensures compliance with regulatory requirements and provides protection against data loss or destruction.

- Records will be stored in compliance with all legal retention requirements, including the mandatory retention of records for at least two years following the closure of the establishment (935 CMR 500.105(9)).
- The ability to recover data will be ensured in the event of computer malfunction or accidental destruction.

Personnel Policies and Procedures

BOA will maintain the following personnel policies and procedures, which align with applicable laws and regulations:

- **Code of Ethics**
- **Whistle-blower Policy**
- **Disability Rights Policy:**

This will notify persons with disabilities of their rights under [Massachusetts Employment Rights](#) or a comparable link and include provisions prohibiting discrimination and providing reasonable accommodations.

Compliance Acknowledgement

BOA acknowledges and will comply with all applicable regulations as set forth in 935 CMR 500.140(6), 830 CMR 62C.25.1, and DOR Directive 16-1. This includes the retention, protection, and accurate reporting of all financial and sales data, ensuring that no software or methods are used to manipulate or alter sales data. All required records will be available for inspection by the CCC or any other authorized authority.

Qualifications and Training of the Blue Oak Angels Team

The Blue Oak Angels team is composed of highly qualified professionals with extensive experience in cannabis manufacturing, compliance, and safety protocols. Before the start of operations, our team has undergone rigorous training to ensure safe, efficient, and compliant commercial production of cannabis products.

Section 1. Professional Qualifications:

- **Cannabis Manufacturing Experts:**

Our core manufacturing team brings several years of combined experience in cannabis product formulation, specializing in tinctures, edibles, and concentrates. Key team members have played integral roles in the successful operation of cannabis production facilities in regulated markets, including Massachusetts, New Jersey, and Maine.

- **Compliance Employees:**

- Blue Oak Angels will employ compliance personnel who are fully trained and qualified to ensure adherence to all applicable CCC regulations, including safety, packaging, and labeling requirements. These employees will oversee compliance programs, conduct internal audits, and ensure that all operational practices meet the stringent standards set forth by the CCC.

- **Manufacturing Expertise:**

Our process engineers have deep expertise in large-scale manufacturing, ensuring optimized production workflows and robust quality control measures. Their experience includes designing and managing manufacturing lines that adhere to state and federal safety standards while maximizing efficiency and minimizing waste.

- **WBE Certification:**

As a Women Business Enterprise (WBE), our leadership team includes women with strong backgrounds in business finance, team management, production, and quality management, further strengthening our market presence and operational expertise.

Section 2. Training and Certifications:

Cannabis Manufacturing Compliance Training:

All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. This is a comprehensive compliance training program covering Massachusetts cannabis manufacturing regulations. The agents will take Basic Core Curriculum, which is the foundational training curriculum required of all Marijuana Establishment Agents taught by a Responsible Vendor Trainer. The following training curriculum is called the Advanced Core Curriculum taught by a Responsible Vendor Trainer that will be taken by Marijuana Establishment Agents after completing the Basic Core Curriculum. This includes proper handling of cannabis products, waste management protocols, security measures, and documentation standards required for record-keeping. All employees receive a minimum of eight (8) hours of ongoing training annually to ensure continued adherence to safety, compliance, and operational standards. All new employees shall complete the Responsible Vendor

Program within 90 days of being hired. Responsible Vendor Program documentation must be retained for four (4) years.

- **Good Manufacturing Practices (GMP):**

While we are not pursuing GMP certification at this stage, our team has previous experience in GMP settings which foster manufacturing processes to follow best practices in cleanliness, product safety, and quality control. This training encompasses the proper use of equipment, sanitation procedures, and contamination prevention.

- **Safety and Emergency Response Training:**

The team has undergone thorough safety training in areas such as chemical handling, fire prevention, and emergency response. This training ensures that we can safely manage flammable solvents like ethanol and securely store chemicals in the locked cabinet. We have also implemented regular safety drills to prepare for potential incidents.

- **Security and Inventory Management:**

Management will be trained on security protocols, including surveillance monitoring, access controls, and proper reporting of any security breaches. Additionally, our team has completed training on the use of inventory management systems to comply with the Massachusetts seed-to-sale tracking requirements, ensuring accurate record-keeping for all cannabis inputs and finished goods.

- **Hazardous Material Handling (HAZMAT):**

Key personnel responsible for managing cannabis distillate and other chemicals will complete HAZMAT training to ensure safe storage, handling, and disposal of hazardous materials. This includes familiarity with Material Safety Data Sheets (MSDS) for all chemicals used in the production process.

- **First Aid and Workplace Safety:**

First-aid training is mandatory for all employees, with designated team members certified in CPR and emergency medical response. Eye washing stations have been installed on-site, and team members are trained in the use of personal protective equipment (PPE) to minimize risks during production.

Section 3. A list of anticipated positions and their qualifications:

Chief Executive Officer (CEO)

Responsibilities:

- Provide overall leadership and strategic direction for the company.
- Ensure compliance with regulatory requirements, including 935 CMR 500.105, and oversee financial performance, risk management, and stakeholder relations.
- Drive organizational growth and establish partnerships within the cannabis industry.

Qualifications:

- Bachelor's degree in business, law, or a related field (required); MBA (preferred).
- 10+ years of leadership experience, preferably in cannabis, manufacturing, or a highly regulated industry.
- Strong understanding of Massachusetts cannabis regulations and CCC compliance requirements.
- **Exceptional leadership, communication, and strategic planning skills.**

Chief Operations Officer (COO)**Responsibilities:**

- Manage daily operations across all departments, ensuring efficiency, scalability, and compliance with 935 CMR 500.105.
- Oversee the implementation of SOPs, inventory management, and production workflows.
- Collaborate with the CEO and leadership team to align operational strategies with business objectives.

Qualifications:

- Bachelor's degree in operations management, engineering, or a related field (required); advanced degree (preferred).
- 7+ years of experience in operations management, preferably in manufacturing or cannabis production.
- Proven expertise in optimizing workflows, managing budgets, and scaling operations in a regulated industry.
- Strong leadership and problem-solving abilities.

Chief Product Officer (CPO)**Responsibilities:**

- Oversee the development and launch of cannabis products, ensuring quality, innovation, and compliance with CCC regulations.
- Collaborate with production, marketing, and sales teams to align product strategies with market demand and company goals.
- Manage product lifecycle, from R&D to manufacturing, packaging, and distribution.

Qualifications:

- Bachelor's degree in product management, chemistry, or a related field (required); advanced degree (preferred).

- 7+ years of experience in product development or management, preferably in cannabis, pharmaceuticals, or consumer goods.
- Strong knowledge of Massachusetts cannabis regulations and product testing requirements (935 CMR 500.105(13)).
- Creativity and a track record of successful product innovation.

Chief Revenue Officer (CRO)

Responsibilities:

- Develop and execute strategies to maximize revenue growth, including sales, marketing, and customer engagement.
- Analyze market trends and consumer behavior to identify new opportunities and optimize pricing strategies.
- Build and manage relationships with retail partners, distributors, and customers to ensure alignment with revenue goals.

Qualifications:

- Bachelor's degree in marketing, business, or a related field (required); MBA (preferred).
- 7+ years of experience in revenue generation or business development roles, preferably in cannabis or consumer goods.
- Proven success in scaling revenue and building strong sales and marketing teams.
- In-depth knowledge of the cannabis industry, including market trends and competitive dynamics.

Facility Manager/Operations Director

Responsibilities:

- Oversee all manufacturing operations and ensure compliance with state regulations.
- Manage staff, enforce SOPs, and maintain quality and safety standards.
- Coordinate with other departments for inventory, production scheduling, and compliance.

Qualifications:

- Bachelor's degree in business management, operations, or a related field (preferred).
- 3+ years of experience in manufacturing or cannabis production management.
- Strong knowledge of **935 CMR 500.105** regulations and compliance.
- Exceptional organizational and leadership skills.

Director of Compliance

Responsibilities:

- Ensure facility compliance with **935 CMR 500.105** and other CCC regulations.
- Oversee internal audits, inspections, and reporting to the CCC.
- Develop and update SOPs related to regulatory compliance.

Qualifications:

- Bachelor's degree in legal studies, compliance, or a related field (preferred).
- Experience with regulatory compliance, preferably in the cannabis or pharmaceutical industry.
- Detailed knowledge of Massachusetts cannabis laws and CCC requirements.
- Strong analytical and communication skills.

Quality Control (QC) Manager

Responsibilities:

- Implement and monitor quality assurance programs to maintain product integrity and compliance.
- Ensure all products meet safety, quality, and potency standards.
- Maintain records of testing and quality checks for audits.

Qualifications:

- Bachelor's degree in biochemistry, chemistry, or a related field.
- 3+ years of experience in quality control or assurance, preferably in cannabis, food, or pharmaceuticals.
- Knowledge of CCC testing and contamination regulations.
- Familiarity with analytical testing methods and equipment.

Production Supervisor

Responsibilities:

- Supervise production staff and ensure adherence to SOPs and safety protocols.
- Maintain workflow, optimize processes, and ensure product quality.
- Conduct training sessions for production staff.

Qualifications:

- High school diploma or GED (required); bachelor's degree (preferred).
- 2+ years of supervisory experience in a manufacturing environment.

- Understanding of cannabis manufacturing processes and state compliance requirements.
- Excellent leadership and communication skills.

Extraction Technician

Responsibilities:

- Operate and maintain extraction equipment to produce cannabis concentrates.
- Adhere to safety and quality protocols during extraction and post-processing.
- Maintain detailed records of production batches and equipment maintenance.

Qualifications:

- Associate or bachelor's degree in chemistry, biology, or a related field (preferred).
- Experience with CO2, ethanol, or hydrocarbon extraction techniques.
- Knowledge of safety protocols and CCC guidelines for manufacturing.
- Strong attention to detail and ability to follow SOPs.

Packaging Technician

Responsibilities:

- Accurately package cannabis products for retail sale, ensuring proper labeling and compliance.
- Maintain clean and organized workspaces in line with sanitary standards.
- Track inventory and report discrepancies to the inventory team.

Qualifications:

- High school diploma or GED (required).
- 1+ year of experience in a production or packaging environment.
- Familiarity with CCC packaging and labeling requirements.
- Strong attention to detail and organizational skills.

Lab Technician

Responsibilities:

- Conduct laboratory tests on cannabis products to ensure potency, purity, and compliance with safety standards.
- Operate and maintain analytical equipment such as HPLC, GC-MS, and spectrophotometers.
- Record and report test results accurately and in compliance with CCC regulations.

Qualifications:

- Associate or bachelor's degree in chemistry, biology, or a related field.
- 1-3 years of experience in a laboratory setting, preferably with cannabis or pharmaceuticals.
- Familiarity with regulatory requirements and laboratory safety protocols.
- Attention to detail and ability to follow SOPs.

Inventory Specialist

Responsibilities:

- Manage inventory tracking using a seed-to-sale system (e.g., METRC).
- Conduct regular inventory audits and reconciliations.
- Ensure compliance with CCC inventory requirements.

Qualifications:

- High school diploma or GED (required); associate's degree (preferred).
- Experience with inventory management systems, preferably in the cannabis industry.
- Strong attention to detail and familiarity with regulatory compliance.
- Ability to perform audits and resolve discrepancies promptly.

Security Officer

Responsibilities:

- Monitor facility access and ensure only authorized individuals enter restricted areas.
- Maintain surveillance and security logs in compliance with CCC regulations.
- Respond to incidents and coordinate with law enforcement if necessary.

Qualifications:

- High school diploma or GED (required).
- 1+ year of experience in security, preferably in cannabis or high-value industries.
- Familiarity with CCC security requirements.
- Strong observation and reporting skills.

DIVERSITY AND INCLUSION GOALS AND PROGRAMS PLAN

Blue Oak Angels, LLC is committed to fostering a diverse, equitable, and inclusive workplace and will strive to meet the requirements set forth in 935 CMR 500.105(4). Our goals and programs are designed to reflect the diversity of the community, particularly within the City of Framingham, and will focus on the following designated groups:

- People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people
 - Women
 - Veterans
 - Persons with disabilities
 - LGBTQ+ individuals
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Diversity Goals

1. Employee Representation

Blue Oak Angels, LLC (BOA) will work towards achieving specific diversity goals within the workforce. The targets for employee diversity are as follows:

- **55% women** in the workforce
- **15% People of Color** (Black, African American, Hispanic, Latinx, Indigenous)
- **10% veterans**
- **10% persons with disabilities**
- **15% individuals who identify as LGBTQ+**

2. Supplier Diversity

BOA will strive to establish partnerships with diverse businesses, with specific goals for contracting with businesses that are majority-owned or managed by diverse individuals:

- **55% of contracts** with businesses majority-owned or managed by women
- **15% of contracts** with businesses majority-owned or managed by people of color
- **10% of contracts** with businesses majority-owned or managed by veterans
- **10% of contracts** with businesses majority-owned or managed by persons with disabilities
- **15% of contracts** with businesses majority-owned or managed by individuals who identify as LGBTQ+

These goals are intended to guide our hiring, contracting, and business relationships, helping to ensure we achieve an inclusive and diverse environment.

Program Details

1. **Employee Recruitment and Retention Programs** BOA will implement programs aimed at attracting and retaining diverse talent. These programs will focus on recruitment strategies, retention initiatives, and professional development opportunities for the targeted groups identified above. Specific program examples include:

- Hosting **career fairs at least once annually** in the City of Holyoke

- Advertising **employment opportunities twice a month** in local newspapers, such as the Holyoke Sun
 - Utilizing resources from the **Massachusetts Supplier Diversity Office** and other relevant platforms to prioritize diverse suppliers, contractors, and vendors
 - 2. **Outreach and Recruitment Frequency & Duration** The programs will be implemented as follows:
 - **Career fair frequency:** Annually
 - **Job postings frequency:** Monthly
 - **Supplier outreach:** Ongoing throughout the year, with specific focus during contract renewals
 - 3. **Specific Goals for Outreach** Each program will outline the methods used for outreach and recruitment, as well as the specific populations targeted. These include:
 - Job fairs targeting diverse populations in specific cities, such as Holyoke and Framingham
 - Advertising and networking with local diverse organizations
 - Partnership development with organizations that support commission-approved areas of diversity
-

Metrics and Documentation

BOA will document and track the following metrics to ensure the success of its diversity and inclusion programs:

- The **number of employees hired** from each demographic category (women, people of color, veterans, persons with disabilities, and LGBTQ+ individuals)
- The **number of diverse suppliers** contacted and the percentage of diverse businesses engaged in contracts
- The **number of contracts** awarded to businesses majority-owned by women, people of color, veterans, persons with disabilities, and LGBTQ+ individuals

These metrics will be used to evaluate whether the diversity goals for both hiring and contracting are being met. This data will be documented and made available for internal reviews and regulatory purposes.

Monitoring and Accountability

1. **Progress Documentation** Progress and success in achieving the diversity goals will be documented annually. BOA will submit this documentation upon renewal (one year from provisional licensure and each year thereafter) to the Cannabis Control Commission (CCC), as required. This includes:
 - Reviewing the diversity and inclusion metrics
 - Providing a report on the programs' outcomes and progress toward meeting goals
 2. **Adherence to Regulatory Requirements** BOA acknowledges and will comply with all relevant regulations, including:
 - **935 CMR 500.105(4)**, which provides guidelines on advertising, marketing, and sponsorship practices
 - **Compliance with ownership and control regulations**, ensuring that any actions taken by BOA in the pursuit of diversity and inclusion do not violate any applicable state laws or regulations on ownership, control, or other relevant matters.
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Commitment to Compliance

BOA is committed to ensuring that all actions, programs, and partnerships align with state and local regulations. Any actions taken, or programs instituted by BOA, will not violate the Commission's regulations regarding limitations on ownership or control or other applicable state laws.

This plan will be reviewed and updated as necessary to maintain alignment with the latest legal and regulatory requirements.