Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284693

Original Issued Date: 02/15/2023

Issued Date: 02/15/2023

Expiration Date: 02/15/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: CATAHOULA CANNABIS LLC

Phone Number: 508-463-5061 **Email Address:** catahoulallc@gmail.com

Business Address 1: 160 HARTWELL STREET **Business Address 2:**

Business City: FALL RIVER **Business State:** MA **Business Zip Code:** 02720

Mailing Address 1: PO BOX 1989 **Mailing Address 2:**

Mailing City: FALL RIVER **Mailing State:** MA **Mailing Zip Code:** 02722

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50 **Percentage Of Control:** 50

Role: Manager **Other Role:**

First Name: FRANK **Last Name:** MARCHIONE **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 **Percentage Of Control:** 50

Role: Manager **Other Role:**

First Name: NICOLA **Last Name:** MARCHIONE **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Catahoula Development LLC **Entity DBA:**

Email: catahoulallc@gmail.com **Phone:** 508-463-5061

Address 1: P.O. Box1989 **Address 2:**

City: Fall River **State:** MA **Zip Code:** 02722

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** $50000 **Percentage of Initial Capital:** 10

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 160 Hartwell St.

Establishment Address 2:

Establishment City: Fall River **Establishment Zip Code:** 02721

Approximate square footage of the establishment: 5500 **How many abutters does this property have?:** 5

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification - Catahoula.pdf	pdf	636a6c96bd58f900087d4505	11/08/2022

Plan to Remain Compliant with Local Zoning	Catahoula Plan to Remain Compliant 11.14.pdf	pdf	63727729a0fd020008b7d6d5	11/14/2022
Community Outreach Meeting Documentation	Catahoula Comm Outreach part1.pdf	pdf	638f5d1152253500083d7791	12/06/2022
Community Outreach Meeting Documentation	Catahoula Comm Outreach part2.pdf	pdf	638f5e4ba0fd020008d1ddff	12/06/2022
Community Outreach Meeting Documentation	Fall River Comm Outreach approval.pdf	pdf	639b2f75a0fd020008dd8f00	12/15/2022
Community Outreach Meeting Documentation	Catahoula Comm Outreach Attendees 11.17.pdf	pdf	639b6d41a0fd020008de3db4	12/15/2022
Community Outreach Meeting Documentation	Catahoula Host approval.pdf	pdf	63a472c1522535000850eb98	12/22/2022
Community Outreach Meeting Documentation	Catahoula Comm Outreach 12.23.22.pdf	pdf	63a5d72fa0fd020008e6a673	12/23/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Catahoula complete PIP 12.19.pdf	pdf	63a0a2a7a0fd020008e17f7c	12/19/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager **Other Role:**

First Name: Frank **Last Name:** Marchione **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Manager **Other Role:**

First Name: Nicola **Last Name:** Marchione **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

Bylaws	Catahoula Operating Agreement.pdf	pdf	636a506e8b46e100089a93e5	11/08/2022
DUA attestation if no employees	Catahoula Unemployment Goodstanding.pdf	pdf	636aa045bd58f900087dec5d	11/08/2022
Secretary of Commonwealth - Certificate of Good Standing	Catahoula Cert of GS -Secy of State.pdf	pdf	6377c10f52253500082a96bd	11/18/2022
Department of Revenue - Certificate of Good standing	Catahoula MDOR 12.15.pdf	pdf	639b3c7c5225350008494b48	12/15/2022

No documents uploaded

Massachusetts Business Identification Number: 001400944

Doing-Business-As Name: Health for Life Fall River

DBA Registration City: Fall River

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Catahoula Business plan.pdf	pdf	636a50ed8b46e100089a9461	11/08/2022
Plan for Liability Insurance	Catahoula Plan to Obtain Insurance.pdf	pdf	636a5107bd58f900087d0cf2	11/08/2022
Proposed Timeline	Catahoula Proposed Timeline 12.6.pdf	pdf	638f56d452253500083d6756	12/06/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Personnel policies including background checks	Catahoula Personnel Policies.pdf	pdf	636a51bcbd58f900087d0d41	11/08/2022
Plan for obtaining marijuana or marijuana products	Catahoula Plan to Obtain Products.pdf	pdf	636a51d9bd58f900087d0d8f	11/08/2022
Prevention of diversion	Catahoula Prevention of Diversion.pdf	pdf	636a52058b46e100089a9521	11/08/2022
Restricting Access to age 21 and older	Catahoula Restriction 21yrs or older.pdf	pdf	636a521b8b46e100089a9543	11/08/2022
Security plan	Catahoula Security Plan.pdf	pdf	636a523ebd58f900087d0dfa	11/08/2022
Storage of marijuana	Catahoula Storage of Marijuana.pdf	pdf	636a5255bd58f900087d0e11	11/08/2022
Energy Compliance Plan	Catahoula Energy Compliance.pdf	pdf	636aa06a48ddb300087b5d94	11/08/2022
Qualifications and training	Catahoula Training.pdf	pdf	636aa08048ddb300087b5dcc	11/08/2022
Maintaining of financial records	Catahoula Maintaining Financial Records.pdf	pdf	636aa09cbd58f900087ded81	11/08/2022
Record Keeping procedures	Catahoula Recordkeeping.pdf	pdf	636aa0cebd58f900087dedf8	11/08/2022
Dispensing procedures	Catahoula Dispensing Procedures.pdf	pdf	636aa0e1bd58f900087dee31	11/08/2022
Quality control and testing	Catahoula QA.pdf	pdf	636aa0f648ddb300087b5ea2	11/08/2022
Inventory procedures	Catahoula Inventory Procedures.pdf	pdf	636aa10548ddb300087b5efd	11/08/2022

Transportation of marijuana	Catahoula Transportation.pdf	pdf	636aa11b48ddb300087b5f7a	11/08/2022
Diversity plan	Catahoula Diversity Plan 12.19.pdf	pdf	63a0a303a0fd020008e180af	12/19/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS
No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN
No records found

COMPLIANCE WITH DIVERSITY PLAN
No records found

HOURS OF OPERATION

Monday From: 8:00 AM	**Monday To:** 10:00 PM
Tuesday From: 8:00 AM	**Tuesday To:** 10:00 PM
Wednesday From: 8:00 AM	**Wednesday To:** 10:00 PM
Thursday From: 8:00 AM	**Thursday To:** 10:00 PM
Friday From: 8:00 AM	**Friday To:** 10:00 PM
Saturday From: 8:00 AM	**Saturday To:** 10:00 PM
Sunday From: 8:00 AM	**Sunday To:** 10:00 PM

DocuSign Envelope ID: 3F850C04-89C9-4725-8684-12DC3E7AA2AF

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:
   Catahoula Cannabis, LLC
2. Name of applicant's authorized representative:
   Frank Marchione
3. Signature of applicant's authorized representative:
   DocuSigned by:
   Frank Marchione
   3A0881068AC3439...
4. Name of municipality:
   City of Fall River
5. Name of municipality's contracting authority or authorized representative:
   Mayor Paul Coogan

DocuSign Envelope ID: 3F850C04-89C9-4725-8684-12DC3E7AA2AF

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

Paul E Coogan

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

mayor@fallriverma.org

8. Host community agreement execution date:

10/19/2022

Catahoula Cannabis LLC

Plan to Remain Compliant with Local Zoning

Catahoula Cannabis ("Catahoula") will remain compliant at all times with the local zoning requirements set forth in the Town of Fall River's Zoning Bylaws. 160 Hartwell St. is located in the Industrial Zoning District which is designated for all types of adult use marijuana businesses in the Town of Fall River's Zoning Bylaws Chapter 86. In accordance with Zoning Bylaws Section 46.18, Catahoula's proposed facility is not located within 500 feet of any of the outlined setback requirements. Catahoula will apply for building permits and obtain a Certificate of Occupancy prior to opening. Catahoula has already attended several meetings with various municipal officials and boards to discuss its plans for a proposed Marijuana Establishment and has executed a Host Community Agreement with Fall River. Catahoula will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the Marijuana Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 11/17/22

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

   a. Date of publication: 11/3/22

   b. Name of publication: Fall River Herald 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: 10/24/22

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

   a. Date notice(s) mailed: 11/10/22

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:

Catahoula Cannabis LLC

Name of applicant's authorized representative:

Denise Tise

Signature of applicant's authorized representative:

Denise Tise

ATTACHMENT A

LOCALiQ
NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Denise Tise
Atlantica Advisors Ltd
1701 Hagar DR
Marshfield MA 02050-2775

STATE OF MASSACHUSETTS, COUNTY OF BRISTOL

The Herald News, a newspaper printed and published in the city of Fall River, and of general circulation in the County of Bristol, State of Massachusetts, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

11/11/2022

and that the fees charged are legal.

Sworn to and subscribed before on 11/11/2022

D. Roberts
Legal Clerk

Notary, State of WI, County of Brown

7/27/25
My commision expires

Publication Cost:	$188.76		
Order No:	8043700	# of Copies:	
Customer No:	863395	1	
PO #:			

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SARAH BERTELSEN
Notary Public
State of Wisconsin

HEARING CORRECTION
LEGAL NOTICE
Correction for 11/3 Public
Notice

The address for the below mentioned meeting was incorrect on the original notice published 11/3 in the Fall River Herald News. Below are the meeting details with the correct address.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment by Catahoula Cannabis LLC is scheduled for Thursday November 17, 2022 at 6pm via: GoogleMeets: meet.google.com/uit-spyy-bqp
You can also dial in using your phone. United States: +1 657-258-1832 PIN: 803 115 477#
The proposed Marijuana Retail Establishment is anticipated to be located at 160 Hartwell St., Fall River MA.
There will be an opportunity for the public to ask questions.

#8043700
FRHN 11/11/22

ATTACHMENT D

LOCALiQ
NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Atlantica Advisors Ltd
1701 Hagar DR
Marshfield MA 02050-2775

STATE OF MASSACHUSETTS, COUNTY OF BRISTOL

The Herald News, a newspaper printed and published in the city of Fall River, and of general circulation in the County of Bristol, State of Massachusetts, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

11/03/2022

and that the fees charged are legal.

Sworn to and subscribed before on 11/03/2022

Legal Clerk

Notary, State of WI, County of Brown

My commision expires

Publication Cost:	$135.52	
Order No:	7982086	# of Copies:
Customer No:	863395	-1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SARAH BERTELSEN
Notary Public
State of Wisconsin

140 Hartwell St., Fall River
LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment by Catahoula Cannabis,LLC, is scheduled for Thursday November 17, 2022 at 6pm via:
GoogleMeets:
meet.google.com/uit-spyy-bqp
You can also dial in using your phone. United States: +1 657-258-1832 PIN: 803 115 477#
The proposed Marijuana Retail Establishment is anticipated to be located at 140 Hartwell St., Fall River MA.
There will be an opportunity for the public to ask questions.

#7982086
FRHN 11/3/22

Gmail

ATTACHMENT B

Denise Tise <dktise@atlanticaadvisors.com>

:atahoula Cannabis Community Outreach Meeting

messages

enise Tise <dktise@atlanticaadvisors.com> Fri, Oct 21, 2022 at 8:50 AM
o: city_clerks@fallriverma.org

Good morning,
Catahoula Cannabis, LLC is planning to hold its virtual Community Outreach Meeting on Thursday, November 17,2022 at 6pm through GoogleMeets. Abutters letters will be mailed by 11/9/22.
Below is the template that will be advertised in the Fall River Herald News on 11/3//22.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment by Catahoula Cannabis,LLC, is scheduled for Thursday November 17, 2022 at 6pm via:

GoogleMeets: meet.google.com/uit-spyy-bqp

You can also dial in using your phone. United States: +1 657-258-1832 PIN: 803 115 477#

The proposed Marijuana Retail Establishment is anticipated to be located at 140 Hartwell St., Fall River MA.

There will be an opportunity for the public to ask questions.

Please confirm that this meeting is approved by the City of Fall River..

Best,
Denise Tise
Atlantica Advisors, Ltd.
781-775-6093
dktise@atlanticaadvisors.com

ity Clerk <city_clerks@fallriverma.org> Mon, Oct 24, 2022 at 1:50 PM
o: Denise Tise <dktise@atlanticaadvisors.com>

This confirms receipt of your meeting notice.

ATTACHMENT C

City of Fall River
Massachusetts
Department of Financial Services
TREASURER • COLLECTOR • AUDITOR • ASSESSOR

Board of Assessors

PAUL E. COOGAN
Mayor

RICHARD A. GONSALVES, MAA, CHAIRMAN
NANCY L. HINOTE, MAA
RICHARD B. WOLFSON

ABUTTER LIST

REQUEST FOR ALL ABUTTERS WITHIN 300 FT.
Owner: Frankfort Street Partners LLC

Subject Parcel: 160 HARTWELL ST (N-22-5)
Contact: Denise Tise dktise@yahoo.com

N-21-1
[redacted]
188 TREMONT ST
FALL RIVER, MA 02720

N-22-4
[redacted]
6200 OAK TREE BLVD STE 250
INDEPENDENCE, OH 44131

N-22-3
[redacted]
5 EVERETT ST
TAUNTON, MA 02780

N-22-2
[redacted]
94 BEACONSFIELD RD
BROOKLINE, MA 02445

N-22-1
[redacted]
353 NO CLARK ST
CHICAGO, IL 60654

THERE ARE (5) ABUTTERS WITHIN 300 FT OF SUBJECT PARCEL.

Compiled and certified on
Tuesday, October 25, 2022 by: _____
Doug Rebello-Assistant City Assessor

ATTACHMENT C

Catahoula Cannabis LLC

November 9, 2022

Dear Abutter,

Notice is hereby given that a virtual Community Outreach Meeting for Catahoula Cannabis, LLC's proposed Marijuana Establishment is scheduled for Thursday , November 17, 2022 at 6pm EST through Google Meets*. The proposed Marijuana Retail Establishment is to be located at 160 Hartwell St. Fall River MA 02721. There will be an opportunity for the public to ask questions. The meeting will cover, at minimum, the following topics:

- Compliance with security requirements;
- Prevention of Diversion to minors;
- Plan to Positively Impact the Community;
- Plan to ensure the location will not constitute a nuisance to the community; and
- Questions and answers posed by community members prior and during the meeting.

*Google Meets instructions are as follows:

meet.google.com/uit-spyy-bqp

You can also dial in using your phone. United States: +1 657-258-1832 PIN: 803 115 477#. Please join the meeting from your computer, tablet or smartphone.

Sincerely,

The Catahoula Cannabis team

ATTACHMENT C

7022 1670 0003 2066 1517

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

For delivery information, visit our website at www.usps.com®

Certified Mail Fee $4.00
Extra Services & Fees (check box, add fee as appropriate) $3.25
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $0.00
Postage $0.60
Total Postage and Fees $7.85
Sent To
Street and Apt. No., or PO Box No. 168 TREMONT ST
City, State, ZIP+4® FALL RIVER MA 02720
PS Form 3800, April 2015

Postmark Here
11/10/2022
0450

Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

9590 9402 7041 1225 2417 08

7022 1670 0003 2066 1517

Article Addressed to:
168 TREMONT ST
FALL RIVER MA 02720

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature
X [signature] Agent Addressee

B. Received by (Printed Name) C. Date of Delivery 11/18/22

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail
Insured Mail Restricted Delivery (over $500)
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery

7022 2410 0003 4651 0827

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

For delivery information, visit our website at www.usps.com®

Certified Mail Fee $4.00
Extra Services & Fees (check box, add fee as appropriate) $3.25
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $0.00
Postage $0.60
Total Postage and Fees $7.85
Sent To
Street and Apt. No., or PO Box No. 94 BEACONSFIELD RD
City, State, ZIP+4® BROOKLINE MA 02445
PS Form 3800, April 2015

Postmark Here
11/10/2022
0450

7022 2410 0003 4651 0827

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
94 BEACONSFIELD RD
BROOKLINE MA 02445

9590 9402 7041 1225 2417 46

2. Article Number (Transfer from service label)
7022 2410 0003 4651 0827

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent Addres

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

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail
Insured Mail Restricted Delivery (over $500)
Priority Mail Express
Registered Mail™
Registered Mail Res Delivery
Signature Confirmat
Signature Confirmat Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Rec

7022 2410 0003 4651 0841

U.S. Postal Service™
CERTIFIED MAIL® REC
Domestic Mail Only

For delivery information, visit our website at

Certified Mail Fee $4.00
Extra Services & Fees (check box, add fee as appropriate) $2.25
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $0.00
Postage $0.60
Total Postage and Fees $7.85
Sent To
Street and Apt. No., or PO Box No. 5 EVERETT ST.
City, State, ZIP+4® TAUNTON MA 027
PS Form 3800, April 2015

Postmark Here

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
5 EVERETT ST.
TAUNTON MA 02780

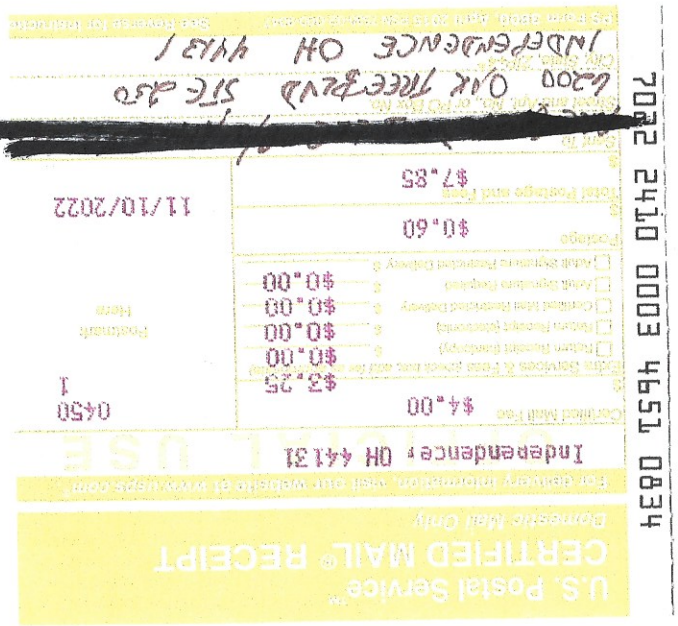
COMPLETE THIS SECTION ON DELIVERY

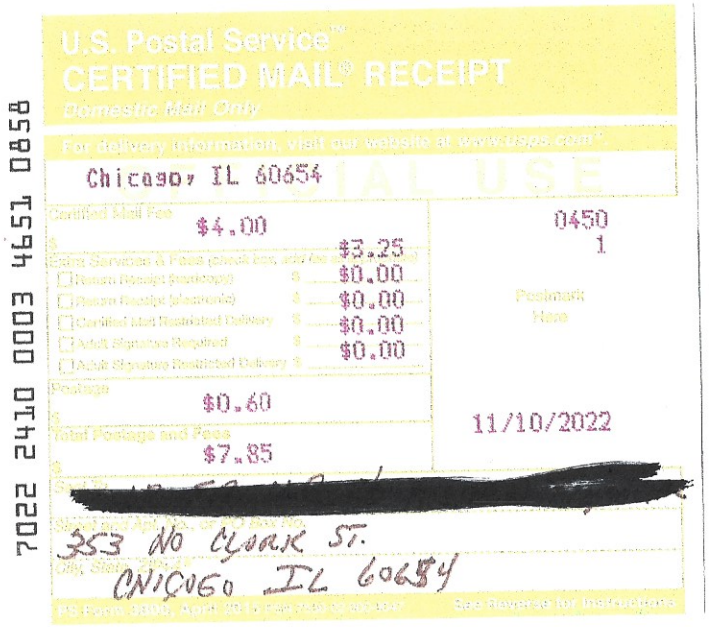
A. Signature
X Agent Addres

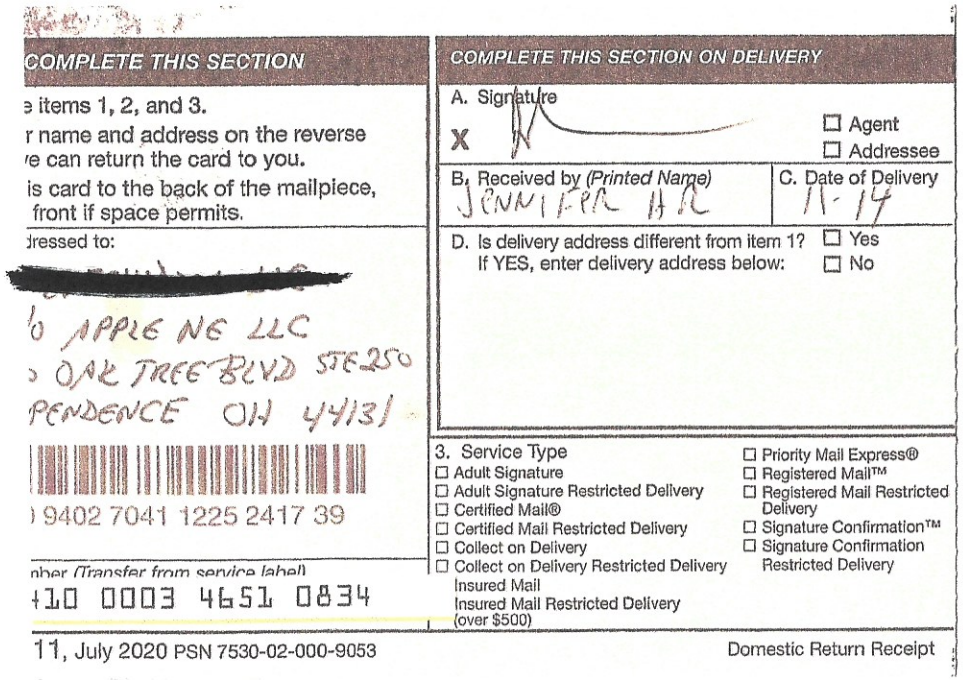
B. Received by (Printed Name)
Riya Patel C. Date of Deli

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

TAUNTON MA 02780
NOV 18 2022


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®
Independence OH 44131
Certified Mail Fee
$4.00
$3.25
$0.00
$0.00
$0.00
$0.00
$2.25
$0.60
$7.85
11/10/2022
0450
1
7022 2410 0003 4651 0834


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®
Chicago, IL 60654
Certified Mail Fee
$4.00
$3.25
$0.00
$0.00
$0.00
$0.00
$0.60
$7.85
11/10/2022
0450
1
7022 2410 0003 4651 0858
353 NO CLARK ST.
CHICAGO IL 60654


COMPLETE THIS SECTION
COMPLETE THIS SECTION ON DELIVERY
A. Signature
X
Agent
Addressee
B. Received by (Printed Name)
JENNIFER H
C. Date of Delivery
11-14
D. Is delivery address different from item 1?
If YES, enter delivery address below:
Yes
No
APPLE NE LLC
OAK TREE BLVD STE250
PENDENCE OH 44131
9402 7041 1225 2417 39
3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail
Insured Mail Restricted Delivery (over $500)
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery
7022 2410 0003 4651 0834
11, July 2020 PSN 7530-02-000-9053
Domestic Return Receipt

Gmail

Denise Tise <dktise@atlanticaadvisors.com>

Catahoula Cannabis Community Outreach Meeting

3 messages

Denise Tise <dktise@atlanticaadvisors.com> Fri, Oct 21, 2022 at 8:50 AM
To: city_clerks@fallriverma.org

Good morning,
Catahoula Cannabis, LLC is planning to hold its virtual Community Outreach Meeting on Thursday, November 17,2022 at 6pm through GoogleMeets. Abutters letters will be mailed by 11/9/22.
Below is the template that will be advertised in the Fall River Herald News on 11/3//22.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment by Catahoula Cannabis,LLC, is scheduled for Thursday November 17, 2022 at 6pm via:

GoogleMeets: meet.google.com/uit-spyy-bqp

You can also dial in using your phone. United States: +1 657-258-1832 PIN: 803 115 477#

The proposed Marijuana Retail Establishment is anticipated to be located at 140 Hartwell St., Fall River MA.

There will be an opportunity for the public to ask questions.

Please confirm that this meeting is approved by the City of Fall River..

Best,
Denise Tise
Atlantica Advisors, Ltd.
781-775-6093
dktise@atlanticaadvisors.com

City Clerk <city_clerks@fallriverma.org> Mon, Oct 24, 2022 at 1:50 PM
To: Denise Tise <dktise@atlanticaadvisors.com>

This confirms receipt of your meeting notice.

Alison M. Bouchard

City Clerk

One Government Center

Fall River, MA 02722

T: 508-324-2220

F. 508-324-2211

Website: www.fallriverma.org

From: Denise Tise [mailto:dktise@atlanticaadvisors.com]
Sent: Friday, October 21, 2022 8:50 AM
To: City Clerk <city_clerks@fallriverma.org>
Subject: [EXTERNAL] Catahoula Cannabis Community Outreach Meeting

CAUTION: This email originated from a sender outside of the City of Fall River mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe. If you are unsure of the validity of the email, please contact IT.

Good morning,

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The proposed Marijuana Retail Establishment is anticipated to be located at 140 Hartwell St., Fall River MA.

There will be an opportunity for the public to ask questions.

Please confirm that this meeting is approved by the City of Fall River..

[Quoted text hidden]

Denise Tise <dktise@atlanticaadvisors.com> Mon, Oct 24, 2022 at 2:17 PM
To: City Clerk <city_clerks@fallriverma.org>

Thank you!
[Quoted text hidden]
--
[Quoted text hidden]

Community Outreach Attendees 11/17/22

Signed under the pains and penalties of perjury, I, Denise Tise, an authorized representative of Catahoula Cannabis LLC, certify that there were 8 attendees at the 11/17/22 Community Outreach Meeting.

Frank Marchione, Owner Catahoula Cannabis, LLC

Nicola Marchione, Owner Catahoula Cannabis, LLC

Denise Tise, Consultant to Catahoula Cannabis LLC

Max Marchione, Director of Security, Catahoula Cannabis LLC

Ayden Roche, Independent Moderator

Tim Callahan, representative from Vicente Sederberg Law Offices

Meghan Klassner, interested party

Krissy Pasyanos, interested party

Denise Tise
Denise Tise (Dec 15, 2022 13:49 EST)

12/15/22

Signature: Denise Tise

Date

Title: Cannabis Business Consultant

Entity: Catahoula Cannabis, LLC

Gmail

ATTACHMENT B

Denise Tise <dktise@atlanticaadvisors.com>

Catahoula Cannabis Community Outreach Meeting

Rumsey, Alan J. <corporatecounsel@fallriverma.org> Thu, Dec 22, 2022 at 9:20 AM
To: Denise Tise <dktise@atlanticaadvisors.com>
Cc: "catahoulallc@gmail.com" <catahoulallc@gmail.com>, City Clerk <city_clerks@fallriverma.org>

Please allow this email to confirm that the City of Fall River approved Catahoula's request to conduct a virtual Community Outreach Meeting.

[Quoted text hidden]

Catahoula Cannabis MR284693

RFI 12/20/22 500.101 (1) :

"The applicant shall post on a publicly accessible website all meeting materials at least 24 hours in advance of the meeting";

Attached are the CCC reg 500.101 regarding Community Outreach and Guidance for Licensure. I do not see on either document the below mentioned regulation that we need to post the Community Outreach materials on a publicly accessible website at least 23 hours prior to the meeting. I, Denise Tise, as an authorized representative of Catahoula Cannabis, attest that Catahoula Cannabis does not have an accessible website, at this time. However, it was posted to

https://www.heraldnews.com/public-notices/notice/11/03/2022/140-hartwell-st-fall-river-legal-notice-2022-11-03-the-herald-news-massachusetts-e358ef

CCC Adult Use Regulations 500.100 (1)

Community Outreach

9. Documentation that the applicant has conducted a community outreach meeting consistent with the Commission's Guidance for License Applicants on Community Outreach within the six months prior to the application.

Documentation shall include:

a. Copy of a notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, that was published in a newspaper of general circulation in the city or town at least 14 calendar days prior to the meeting;

b. Copy of the meeting notice filed with the city or town clerk, the planning board, the contracting authority for the municipality and local cannabis licensing authority, if applicable;

c. Attestation that at least one meeting was held within the municipality where the establishment is proposed to be located;

d. Attestation that at least one meeting was held after normal business hours;

e. Attestation that notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such Owner is located in another city or town;

f. Information presented at the community outreach meeting, which shall include, but not be limited to:
i. the type(s) of Marijuana Establishment to be located at the proposed address;

iv. A plan by the Marijuana Establishment to positively impact the community;

v. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and

vi. An attestation that community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Guidance for Licensure

Community Outreach Meeting Attestation and Documentation

The purpose of the Community Outreach Meeting is to inform the public in the host community about the proposed ME or MTC, provide information, and answer the public's questions. It is strongly suggested that the Community Outreach Meeting be held prior to finalizing a Host Community 25 Agreement because the meeting is intended to help inform the Host Community Agreement process. Each applicant must conduct a Community Outreach Meeting that complies with the following:

• The meeting must be conducted within six (6) months prior to submitting the license application;

• Notice of the meeting must be published in a newspaper of general circulation in the city or town at least 14 calendar days prior to the meeting. The notice must include the time, place, subject matter of the meeting, and proposed address of the ME or MTC;

• Notice of the meeting must be filed with the city or town clerk, the planning board, the contracting authority for the municipality, and local cannabis licensing authority, if applicable. The notice must include the time, place, subject matter of the meeting, and proposed address of the ME or MTC;

• Notice of the meeting must be mailed to all abutters and residents within 300 feet of the proposed address of the ME or MTC at least seven (7) calendar days prior to the meeting. The notice must include the time, place, subject matter of the meeting, and proposed address of the ME or MTC;

• At least one (1) meeting must be held in the host community and at least one (1) meeting must be held after normal business hours. A single meeting may be held if it falls within both requirements.

• The following must occur at the meeting: o Information presented about the type of ME or MTC to be located at the proposed address; o Information presented that is adequate to demonstrate that the location will be maintained securely; o Information about the steps that will be taken by the ME or MTC to prevent diversion to minors; o Information presented about the applicant's plan to positively impact the community; o Information presented that is adequate to demonstrate that the location will not constitute a nuisance; and o Community members are allowed to ask questions and receive answers from the ME or MTC. In order to demonstrate compliance with this requirement, applicants must provide the following:

• A completed Community Outreach Meeting Attestation form available on the Commission's website. Please ensure to follow the instructions on the form;

• A copy of the notice in the publication that clearly shows the required information that was provided to the public, as well as, the name and date of the publication; • A copy of the notice filed with the city or town clerk; and

• A copy of the notice mailed to abutters.

If the proposed ME or MTC will have locations in more than one (1) city or town, applicants must fulfill the Community Outreach Meeting requirements for each location

Signature: 

Printed Name: Denise Tise

Date: 12/23/22

Catahoula Cannabis, LLC

Positive Impact Areas of Disproportionate Impact

Overview

Catahoula Cannabis LLC is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission identifies as the following:

1. Past or present residents of the geographic "areas of disproportionate impact", which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Priority Applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Catahoula Cannabis has created the following Plan to Positively Impact Areas of Disproportionate Impact (the "Plan") and has identified and created goal/programs to positively impact past or present residents of Fall River ("Target Communities").

Goals

In order to positively impact the Targeted Community of Fall River, Catahoula Cannabis has established the following goals:

1. Hire and train a diverse staff of Fall River residents in all aspects of running a retail marijuana establishment from a "hands on" perspective, including cannabis retail and business management strategies.
2. In addition to training, Catahoula Cannabis plans to conduct 2 workshops annually to educate Fall River residents interested in operating a marijuana retail establishment.
3. Catahoula Cannabis will also provide monetary donation to support the initiatives of Love's Boxing Club.

Programs

1. Catahoula Cannabis will hire and train 10% of its employees from Fall River, who have had past drug convictions;
2. Catahoula Cannabis will conduct at least two (2) industry specific educational seminars annually on marijuana retailing and marijuana business management for Fall River residents. Catahoula Cannabis will publicize these seminars within local newspapers such as the Fall River Herald News, Catahoula website, social media and distributed at local career fairs; and
3. Catahoula Cannabis will provide a monetary donation of $4,000 at lease once annually to Love's Boxing Club with the goal to have a positive impact on members of the Fall River community.

Catahoula Cannabis, LLC

Positive Impact Areas of Disproportionate Impact

Measurements

The General Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Catahoula Cannabis continues to meet its commitments. Such measurable outcomes, in accordance with Catahoula Cannabis' goals and programs described above, include:

1. Catahoula Cannabis will document the number of individuals who were hired from Fall River with prior drug convictions;
2. Catahoula Cannabis will document the number and subject matter of industry specific educational seminars offer and performed and the number of Fall River residents that attended;
3. Catahoula Cannabis will document each monetary donation made annually to Love's Boxing Club, including the date and amount of donation.

Beginning upon receipt of Catahoula Cannabis' Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Catahoula will utilize the proposed measurements to assess this Plan and will account for demonstrating proof of success or progress of the Plan, upon the annual renewal of its license. The General Manager will review and evaluate Catahoula's measurable outcomes, no less than annually to ensure that Catahoula is meeting its commitments. Catahoula Cannabis is mindful that demonstration of the Plan's progress and success will be submitted to the Commission, upon renewal.

In the event that Catahoula Cannabis is not meeting its commitments, it will conduct a company-wide survey soliciting feedback on programs and metrics and how Catahoula Cannabis can be more successful in its Plan.

Acknowledgements

- Catahoula Cannabis 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 by Catahoula Cannabis will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

LOVE'S BOXING
FALL RIVER, MA

126 Shove Street, Fall River MA 02724
508-567-4701
mbryantlovesboxing@gmail.com, jburtlovesboxing@gmail.com
501-c3 Employee ID# 88-1424939

November 30, 2022

To Whom It May Concern:

This letter is to acknowledge and support the Catahoula Cannabis LLC's commitment to serving and supporting Fall River's populations falling within areas of disproportionate impact. Love's Boxing Club of Fall River has agreed to accept an annual donation of $4000. The donation is intended to have a positive impact on the members of the community.

Love's Boxing, a 501-c3 strives to provide affordable programs to the community. Our Mission is to provide Fulfillment through the art of boxing, Wisdom through experience, Success through courage, Inspiration through Kindness & love. At Love's Boxing, we strive to provide a structured, supportive, inclusive environment for both adult and younger boxers. Our staff focus on the skill of boxing and work with our boxers to develop positive and confident young community members. By building character and instilling positive values we help our athletes develop the qualities of great champions, both in and out of the boxing ring.

Love's Boxing strives to be inclusive of all and maintain affordable rates. To maintain affordable rates, we rely on the generosity of individuals and businesses for support. We also strive to offer scholarships annually through fundraising. Without the assistance of community-minded individuals and businesses like you, these affordable rates and scholarships would not be possible.

In closing, I would like again to endorse and enthusiastically support Catahoula's provisional license from the Commission to operate a marijuana establishment in the Commonwealth of Massachusetts. After reviewing Catahoula's Overview, Goals, Programs, and Measurement Outcomes, I have no doubt that the company will be successful and become an asset to the community. As I outlined earlier, any charitable funds will be used for the sole purpose of providing coaching, member scholarships, and equipment for community members that normally couldn't afford our rates.

In advance, thank you for reading my letter of endorsement for Catahoula Cannabis LLC.

Most Sincerely,

Owners, President & Vice President
Michael Bryant & John Burt

PLEASE COMPLETE FORM IN BLACK INK ONLY

Commonwealth of Massachusetts

City of Fall River - City Clerk Department

RECEIVED
2022 OCT 26 P 12:39
CITY CLERK
FALL RIVER, MASS.

Business Certificate No. 20041 ***Expires on*** Oct 26, 2026

In conformity with the provisions of Chapter One Hundred and Ten, Section Five of the General Laws as amended, the undersigned hereby declare(s) that the business of:

Retail of recreational marijuana products

Known as: Health for Life Fall River

Conducted at: 160 Hartwell Street

Mailing address: 31 Semple Village Road, Attleboro, MA 02703

Business telephone: (508) 463-5061

By the following named person(s):

Full Name	**Residence**	**Home Telephone**
Catahoula Cannabis LLC	31 Semple Village Road Attleboro, MA 02703	(508) 463-5061

Signed Frank Marchione

Frank Marchione, Manager

On October 25, 2022 the above named person(s) personally appeared before me and made oath that the foregoing statement is true.

Notary Public or Authorized Person
Mark L. Levin

My Commission Expires April 22, 2027

Under the provisions of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5 of the Mass. General Laws, business certificates shall be in effect for four years from the date of issue and shall be renewed every four years thereafter. A statement under oath must be filed with the City Clerk upon discontinuance or withdrawing from such business or partnership. Copies of such certificates shall be available at the address such business is conducted and shall be furnished upon request during regular business hours to any person who has purchased goods or services from such business. Violations are subject to a fine of not more than three hundred dollars ($300.00) for each month during which such violation occurs.

MARK L. LEVIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 22, 2027

PLEASE COMPLETE FORM IN BLACK INK ONLY

NOTICE

I/We understand that filing a Business Certificate is **NOT** a license from the City Clerk, nor any or it's agents or employees, to operate a business.

I/We understand that the filing of this Business Certificate **DOES NOT** necessarily mean that the business is in compliance with the Zoning Laws of the City.

I/We understand that this filing is made pursuant to Chapter 110 of the Massachusetts General Laws and is valid for a period of four (4) years from the date of acceptance for filing.

Signed _____

Frank Marchione, Manager

_____

Sole Proprietor, Partners or Corporate Officer

Date: October 25, 2022

Then personally appeared the above named Frank Marchione, manager who solemnly swears under oath that the above statements are understood and are true to the best of their knowledge.

_____

Notary Public or Authorized Person
Mark L. Levin

My Commission Expires April 22, 2027

MARK L. LEVIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 22, 2027

A TRUE COPY
ATTEST:
Alison M. Bouchard
CITY CLERK

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Annual Report
(General Laws, Chapter)

Identification Number: 001400944

Annual Report Filing Year: 2021

1.a. Exact name of the limited liability company: CATAHOULA CANNABIS LLC

1.b. The exact name of the limited liability company *as amended*, is: CATAHOULA CANNABIS LLC

2a. Location of its principal office:
No. and Street: 240 HARTWELL ST
City or Town: FALL RIVER State: MA Zip: 02720 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 31 SEMPLE VILLAGE RD
City or Town: ATTLEBORO State: MA Zip: 02703 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
TO APPLY FOR A REGISTERED MARIJUANA DISPENSARY LICENSE AS DEFINDED IN 105 CM R 275 ET. SEQ. AND TO APPLY FOR A MARIJUANA ESTABLISHMENT LICENSE FACILITY AS D EFINED IN 935 CMR 500,000 ET. SEQ.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: FRANK J. MARCHIONE
No. and Street: 31 SEMPLE VILLAGE RD
City or Town: ATTLEBORO State: MA Zip: 02703 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	FRANK MARCHIONE	160 HARTWELL STREET FALL RIVER, MA 02720 USA
MANAGER	NICK MARCHIONE	160 HARTWELL STREET FALL RIVER, MA 02720 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	FRANK MARCHIONE	160 HARTWELL STREET FALL RIVER, MA 02720 USA
REAL PROPERTY	NICK MARCHIONE	160 HARTWELL STREET FALL RIVER, MA 02720 USA

9. Additional matters:

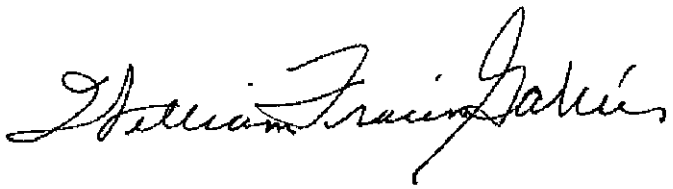
SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of April, 2022,
FRANK MARCHIONE **, Signature of Authorized Signatory.**

© 2001 - 2022 Commonwealth of Massachusetts
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

April 01, 2022 05:09 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OPERATING AGREEMENT OF CATAHOULA CANNABIS, LLC

Agreement dated as of the 8th day of September 2019, **Frank J. Marchione, of 31 Semple Village Road, Attleboro, MA 02703** and **Nicola Marchione, of 4 Lee Street, Walpole, MA 02081** (the "Manager(s)") and the persons identified as Members in Schedule A annexed hereto, made a part hereof and hereby incorporated herein by reference (each such person being individually referred to as a "Member" and collectively as the "Members").

Whereas, **CATAHOULA CANNABIS, LLC** (the "LLC") has been formed as a limited liability company under Chapter 156C of the Massachusetts General Laws by the filing on September 8, 2019, of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts ("the Certificate") with a purpose to apply for a registered marijuana dispensary license as defined in 105 CM R 275 ET. SEQ. and to apply for a marijuana establishment license facility as defined in 935 CMR 500,000 ET. SEQ. and to operate said facility as granted by the Commonwealth and it commissions; and

Whereas, the Manager(s) and the Members wish to set out fully their respective rights, obligations and duties with respect to the LLC and its assets;

Now therefore, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

ARTICLE I

Organization and Powers

1.01 Organization. The Manager(s) shall authorize the attorneys for the LLC to file the Certificate and such other documents as are appropriate to comply with the applicable requirements for the operation of a limited liability company in accordance with the laws of any jurisdictions in which the LLC shall conduct business and shall continue to do so as long as the LLC conducts business therein. By the Approval of the Manager(s), the LLC may establish places of business within and without the Commonwealth of Massachusetts, as and when required by its business and in furtherance of its purposes set forth in Section 1.02 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. By the Approval of the Manager(s), the LLC may from time to time change its name, its resident agent for service of process, the location of its registered office and/or any other matter described in the Certificate; provided, however, that a change in the general character of the business of the LLC shall require the Approval of the Manager(s) and the consent of the Members. The Manager(s) shall have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Members.

1.02 Powers. Subject to all other provisions of this Agreement, in furtherance of the conduct of the business described in the Certificate, the LLC is hereby authorized:

(a) To enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contract of any kind, including operating agreements of limited liability companies, whether as a Member or Manager(s), contracts with Affiliated Persons, and including guarantees and joint venture, limited and general partnership agreements and contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens.

(b) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges, or other liens.

(c) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC.

(d) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts.

(e) To take any other action not prohibited under the Act or other applicable law.

1.03 Designation of the Manager(s). Frank J. Marchione, of 31 Semple Village Road, Attleboro, MA 02703 and **Nicola Marchione, of 4 Lee Street, Walpole, MA 02081,** are hereby designated as the Manager(s) of the LLC. Except as provided in Section 7.05, any Person may be designated as a Manager(s) at any time by the Approval of the then Manager(s) with the Consent of the Members. A Manager(s)'s status as a Manager(s) may be terminated at any time when there is at least one other Manager(s) by the Approval of such other Manager(s) with the Consent of the Members. No Manager(s) may resign from, retire from, abandon or otherwise terminate his, her or its status as a Manager(s) except after 60 days notice to all Members. If a Manager(s) has given such notice, such Manager(s) shall not unreasonably withhold his, her or its Approval of any proposed new Manager(s) who has the Consent of the Member:

ARTICLE II

Capital Contributions and Liability of Members

2.01 Capital Accounts. A separate Capital Account shall be maintained for each Member, including any Member who shall hereafter acquire an interest in the LLC.

2.02 Capital Contributions.

(a) On the date of this Agreement, each of the Members has made a Capital Contribution to the LLC as set forth opposite his, her or its name in Schedule A.

(b) Except as set forth in Article III, no Member or Manager(s) shall be entitled, obligated or required to make any Capital Contribution in addition to his, her or its Capital Contribution made

under section 2.02(a), or any loan, to the LLC. No loan made to the LLC by any Member or Manager(s) shall constitute a Capital Contribution to the LLC for any purpose.

2.03 No Withdrawal of or Interest on Capital. No Member shall have the right to resign and receive any distribution from the LLC as a result of such resignation, and no Member shall have the right to receive the return of all or any part of his, her or its Capital Contribution or Capital Account, or any other distribution, except as provided in Sections 5.01, 5.02 and 9.02. No Member shall have any right to demand and receive property of the LLC in exchange for all or any portion of his, her or its Capital Contribution or Capital Account, except as provided in Sections 9.02 and 5.02 upon dissolution and liquidation of the LLC. No interest or prior or preferred return shall accrue or be paid on any Capital Contribution or Capital Account or any loan from a Member or Manager(s) to the LLC, except pursuant to Sections 3.01, 5.01, 5.02 and 9.02.

2.04 Manager(s) as a Member. The Manager(s) may hold an interest in the LLC as a Member.

2.05 Liability of Members. No Member, in his, her or its capacity as a Member, shall have any liability to restore any negative balance in his, her or its Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the Act or other applicable law. In no event shall any Member, in his, her or its capacity as a Member, be personally liable for any liabilities or obligations of the LLC.

ARTICLE III
Additional Capital

3.01 Funding Capital Requirements.

(a) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the LLC may borrow funds from such lenders, including a Manager(s) and Members, and on such terms and conditions as are approved by the Manager(s).

(b) No Member or Manager(s) shall have any obligation to give notice of an existing or potential default of any obligation of the LLC to any of the Members or Manager(s), nor shall any Member or Manager(s) be obligated to make any Capital Contributions or loans to the LLC, or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

3.02 Third Party Liabilities. The provisions of the Article II are not intended to be for the benefit of any creditor or other Person (other than a Member in his, her or its capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member.

ARTICLE IV

Distributions; Profits and Losses

4.01 Distribution of LLC Funds. Except as provided in Section 4.02, Section 4.09, and Section 4.10, all moneys received by the LLC, which are determined by Approval of the Manager(s) to be available for distribution, shall be distributed to the Members as follows:

(i) First, to the Members in proportion to their Adjusted Capital Contributions until their Adjusted Capital Contributions are reduced to zero; and

(ii) Second, the balance to the Members in proportion to their respective Percentage Interests.

4.02 Distribution upon Dissolution. Proceeds from a Terminating Capital Transaction and amounts available upon dissolution, and after payment of, or adequate provision for, the debts and obligations of the LLC, and liquidation of any remaining assets of the LLC, shall be distributed and applied in the following priority:

(i) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by Approval of the Manage, provided that, upon the expiration of such period of time as the Manager(s) by Approval shall deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth in this Section 4.02; and

(ii) Second, to the Members, an amount sufficient to reduce the Members' Capital Accounts to zero, in proportion to the positive balances in such Capital Accounts (after reflecting in such Capital Accounts all adjustments thereto necessitated by (A) all other LLC transactions (distributions and allocations of Profits and Losses and items of income, gain, deduction, and loss) and (B) such Terminating Capital Transaction).

4.03 Distribution of Assets in Kind. No Member shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by Approval of the Manager(s). Any Member entitled to any interest in such assets shall, unless otherwise determined by Approval of the Manager(s), receive separate assets of the LLC and not an interest as tenant-in-common, with other Members so entitled, in each asset being distributed.

4.04 Required Regulatory Allocations.

(a) Limitation on and Reallocation of Losses. At no time shall any allocations of Losses, or any item of loss or deduction, be made to a Member if and to the extent such allocation would cause such Member to have, or would increase the deficit in, any Adjusted Capital Account Deficit of such Member at the end of any fiscal year. To the extent any Losses or items are not allocated to one or more Members pursuant to the preceding sentence, such Losses shall be allocated to the Members to which such losses or items may be allocated without violation of this Section 4.04(a).

(b) Minimum Gain Chargeback. If there is a net decrease in the Minimum Gain of the LLC during any fiscal year, then items of income or gain of the LLC for such fiscal year (and, if necessary, subsequent fiscal years) shall be allocated to each Member in an amount equal to such Member's share of the net decrease in the Minimum Gain, determined in accordance with Regulations Section 1.704-2(d)(1). A Member's share of the net decrease in the Minimum Gain of the LLC shall be determined in accordance with Regulations Section 1.704-2(g). The items of income and gain to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(2)(i).

(c) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period (not including, any Partner Nonrecourse Deductions allocated pursuant to Section 4.04(d)) shall be allocated among the Members in proportion to their respective Percentage Interests. Solely for purposes of determining each Member's proportionate share of the "excess nonrecourse liabilities" of the LLC, within the meaning of Regulations Section 1.752-3(a)(3), each Member's interest in LLC profits shall be equal to his, her or its Percentage Interest. The items of losses, deductions and Code Section 705(a)(2)(B) expenditures to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(1)(ii).

(d) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Member who bears the economic risk of loss with respect to the nonrecourse liability, as determined and defined under Regulations Section 1.704-2(b)(4) to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1). The items of losses, deductions and Code Section 705(a)(2)(B) expenditures to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(1)(ii).

(e) Partner Minimum Gain Chargeback. Notwithstanding any contrary provisions of this Article IV, other than Section 4.04(b) above, if there is a net decrease in Partner Minimum Gain attributable to Partner Nonrecourse Debt during any fiscal year, then each Member who has a share of such Partner Minimum Gain, determined in accordance with Regulations Section 1.704-2(i), shall be allocated items of income and gain of the LLC, determined in accordance with Regulations Section 1.704-2(j)(2)(ii), for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to each such Member's share of the net decrease in such Partner Minimum Gain, determined in accordance with Regulations Section 1.704-2(i)(3) and 2(i)(5).

(f) Qualified Income Offset. If any Member unexpectedly receives an item described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be allocated to each such Member in an amount and manner sufficient to eliminate, as quickly as possible and to the extent required by Regulations Section 1.704-1(b)(2)(ii)(d), the Adjusted Capital Account Deficit of such Member, provided that an allocation pursuant to this Section 4.04(f) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 4.04(f) were not in the Agreement.

(g) Basis Adjustment. To the extent an adjustment to the adjusted tax basis of any LLC asset

pursuant to either of Code Sections 734(b) or 743(b) is required pursuant to 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) and such gain or loss shall be allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

(h) Gross Income Allocation. In the event any Member has a Capital Account deficit at the end of any LLC fiscal year, which is in excess of the sum of the items to be credited to a Member's Capital Account under clause (a) of the definition of Adjusted Capital Account Deficit, then each such Member shall be allocated items of income and gain in the amount of such excess as quickly as possible provided that an allocation pursuant to this Section 4.05(h) shall be made if and only to the extent that such Member would have a Capital Account deficit in excess of such sum after all other allocations provided for in this Article IV have been tentatively made as if this Section 4.04(h) were not in this Agreement. As among Members having such excess if there are not sufficient items of income and gain to eliminate all such excesses, such allocations shall be made in proportion to the amount of any such excess.

(i) Manager(s) Share. Any other provision of this Agreement notwithstanding, the Manager(s) in the Manager(s)'s capacity as a Member shall at all times have allocated and distributed to them not less than an aggregate of 1% of each item of income, gain, loss, deduction and credit allocated or distributed hereunder.

4.05 Curative Allocations. The allocations set forth in Section 4.04 are intended to comply with certain requirements of Regulations Sections 1.704(b) and 1.704-2 and shall be interpreted consistently therewith. Such allocations may not be consistent with the manner in which the Members intend to divide LLC distributions and to make Profit and Loss allocations. Accordingly, by Approval of the Manager(s) other allocations of Profits, Losses and items thereof shall be divided among the Members so as to prevent the allocations in Section 4.04 from distorting the manner in which LLC distributions will be divided among the Members pursuant to Section 4.01 and 4.02 hereof. In general, the Members anticipate that this will be accomplished by specially allocating other Profits, Losses and items of income, gain, loss and deduction among the Members so that the net amount of allocations under Section 4.04 and allocations under this Section 4.05 to each such Member is zero. However, the Manager(s) shall have discretion to accomplish this result in any reasonable manner.

4.06 Allocation of Profits and Losses.

(a) After given effect to the allocations set forth in Sections 4.04 and 4.05, Profits shall be allocated in the following order and priority:

(i) First, to the extent Losses have previously been allocated pursuant to clauses (ii) or (iii) of Section 4.06(b) for any prior period, Profits shall be allocated to the Partners first to offset any Losses allocated pursuant to said clause (iii) of Section 4.06(b), and then to offset any Losses allocated pursuant to said clause (ii) of Section 4.06(b), (in each case pro rata among the Partners in

proportion to their shares of the Losses to be offset under such clause), and to the extent any allocations of Losses are offset pursuant to this clause First, such allocations of Losses shall be disregarded for purposes of computing subsequent allocations pursuant to this clause First; and

(ii) Second, any remaining Profits shall be allocated among the Members in proportion to their respective Percentage Interests.

(b) After giving effect to the allocations set forth in Section 4.04 and 4.05, Losses shall be allocated in the following order and priority:

(i) First, to the extent Profits have previously been allocated pursuant to clause (ii) of Section 4.06(a) for any prior period, Losses shall be allocated to the Partners first to offset any Profits allocated pursuant to said clause (ii) of Section 4.06(a), (in each case pro rata among the Partners in proportion to their shares of the Profits to be offset under such clause), and to the extent any allocations of Profits are offset pursuant to this clause First, such allocations of Profits shall be disregarded for purposes of computing subsequent allocations pursuant to this clause First;

(ii) Second, Losses shall be allocated among the Members in proportion to the respective amounts of their capital contributions until the cumulative Losses allocated pursuant to this clause (ii) of Section 4.06(b) are equal to the aggregate amount of all such capital contributions; and

(iii) Third, any remaining Losses shall be allocated among the Members in proportion to their respective Percentage Interests.

4.07 Tax Allocations and Book Allocations. Except as otherwise provided in this Section 4.07, for federal income tax purposes, each item of income, gain, loss and deduction shall, to the extent appropriate, be allocated among the Members in the same manner as its correlative item of "book" income, gain, loss or deduction has been allocated pursuant to the other provisions of this Article IV.

In accordance with Code Section 704(c) and the Regulations thereunder, depreciation, amortization, gain and loss, as determined for tax purposes, with respect to any property whose Book Value differs from its adjusted basis for federal income tax purposes shall, for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its Book Value, such allocation to be made by Approval of the Manager(s) in any manner which is permissible under said Code Section 704(c) and the Regulation s thereunder and the Regulations under Code Section 704(b).

In the event the Book Value of any property of the LLC is subsequently adjusted, subsequent allocations of income, gain, loss and deduction with respect to any such property shall take into account any variation between the adjusted basis of such assets for federal income tax purposes and its Book Value in the manner provided under Section 704(c) of the Code and the Regulations thereunder.

Allocations pursuant to this Section 4.07 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital

Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

4.08 General Allocation and Distribution Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by Approval of the Manager(s) using any permissible method under Code Section 706 and the Regulations thereunder. Except as otherwise provided in this Agreement, all items of income, gain, loss, and deduction shall be allocable among the Members in the same proportions as the profits or Losses for the fiscal year in which such item is included is allocated.

(b) Upon the admission of a new Member or the Transfer of an interest, the new and old Members or the transferor and transferee shall be allocated shares of Profits and Losses and other allocations and shall receive distributions, if any, based on the portion of the fiscal year that the new or transferred LLC interest was held by the new and old Members, or the transferor, and transferee, respectively. For the purpose of allocating Profits and Losses and other allocations and distributions, (i) such admission or Transfer shall be deemed to have occurred on the first day of the month in which it occurs, or if such date shall not be permitted for allocation purposes under the Code or the Regulations, on the nearest date otherwise permitted under the Code or the Regulations, and (ii) if required by the Code or the Regulations, the LLC shall close its books on an interim basis on the last day of the previous calendar month.

4.09 Tax Withholding. If the LLC incurs a withholding tax obligation with respect to the share of income allocated to any Member, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such Member and (ii) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member, and (b) any amount which is so paid over by the LLC, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section 4.09 shall be repaid by such Member to the LLC within 30 days after the Manager(s), acting by Approval, gives notice to such Member making demand therefor. Any amounts so advanced and not timely repaid shall bear interest, commencing on the expiration of said 30-day period, compounded monthly on unpaid balances, at an annual rate equal to the Applicable Federal Rate as of such expiration date. The LLC shall collect any unpaid amounts from any LLC distributions that would otherwise be made to such Member.

4.10 Distributions to Cover Members' Tax Liability. The Manager(s) shall, at a minimum, distribute to Members amounts intended to cover the potential federal, state or local tax obligations of such Members on account of the cumulative allocation to them of taxable income in excess of tax losses pursuant to this Agreement. For purposes of the foregoing, such federal, state and local tax obligations of each Member shall be assumed to equal the highest effective combined federal and state income tax rate applicable to any Member multiplied by each Member's Percentage Interest multiplied by the cumulative allocation to all Members of taxable income in excess of tax losses determined as described in the definition of Profits and Losses without the adjustments listed therein,

with the result reduced by the cumulative amount previously distributed pursuant to this Section 4.10. Partial distributions made to the Members pursuant to this Section 4.10 shall be made in proportion to their respective amounts calculated under the previous sentence. For purposes of applying Section 4.10 to subsequent distributions to the Members, distributions made pursuant to this Section 4.10 shall be disregarded and shall not be deemed to have been made pursuant to Section 4.01.

ARTICLE V

Management

5.01 Management of the LLC. The overall management and control of the business and affairs of the LLC shall be vested in the Manager(s) or, if there shall be more than one, in the Manager(s), acting by Approval of the Manager(s). All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Manager(s), and the Members shall have no voting rights except as specifically provided in this Agreement. Each Manager(s) shall devote, and shall cause its officers and directors, if any, to devote, such time to the affairs of the LLC as is reasonably necessary for performance by the Manager(s) of his, her or its duties, provided such Persons shall not be required to devote full time to such affairs. The Manager(s) shall have the right and power to manage, operate, and control the LLC, to do all things necessary or appropriate to carry on the business and purposes of the LLC, including without limitation the right:

(a) to manage the business of the LLC, including through Persons employed by the LLC for such purpose;

(b) to execute, deliver, make, modify or amend such documents and instruments, in the name of the LLC, as the Manager(s) acting by Approval may deem necessary or desirable in connection with the management of the business of the LLC or for other purposes of the LLC;

(c) to acquire, sell, transfer, assign, finance, convey, lease, mortgage or otherwise dispose of all or any part of the business of the LLC and/or all or any part of the assets of the LLC;

(d) to borrow money and otherwise obtain credit and other financial accommodations;

(e) to perform or cause to be performed all of the LLC's obligations under any agreement to which the LLC is a party, including without limitation, any obligations of the LLC or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the LLC;

(f) to employ, engage, retain or deal with any Persons to act as employees, agents, brokers, accountants, lawyers or in such other capacity as the Manager(s), acting by Approval may deem necessary or desirable;

(g) to appoint individuals to act as officers of the LLC and delegate to such individuals such authority to act on behalf of the LLC and such duties and functions as the Manager(s), acting by

Approval, shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;

(h) to adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(i) to acquire and enter into any contract of insurance necessary or proper for the protection of the LLC and/or any Member and/or any Manager(s) and/or any officers and/or directors of a Manager(s), including without limitation to provide the indemnity described in Section 5.05 or any portion thereof; and

(j) to establish a record date for any distribution to be made under Article IV; and

(k) to perform any other act which the Manager(s), acting by Approval, may deem necessary or desirable for the LLC or its business.

5.02 Binding the LLC. Any action taken by a Manager(s) as a Manager(s) of the LLC shall bind the LLC and any other Manager(s) and shall be deemed to be the action of the LLC and of any other Manager(s). The signature of one Manager(s) on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such Manager(s) and the LLC with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

5.03 Compensation of a Manager(s) or Member. No payment shall be made by the LLC to any Manager(s) or Member for such Manager(s) or Member's services as a Manager(s) or Member except as provided in this Agreement. Each Manager(s) shall be entitled to reimbursement from the LLC for all expenses incurred by such Manager(s) in managing and conducting the business and affairs of the LLC. The Manager(s), acting by Approval, shall determine which expenses, if any, are allocable to the LLC in a manner which is fair and reasonable to the Manager(s) and the LLC, and if such allocation is made in good faith, it shall be conclusive in the absence of manifest error.

5.04 Contracts with Affiliated Persons. With the Approval of the Manager(s) and the Consent of the Members in each case, the LLC may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any Member, Manager(s) or Affiliated Person, and may pay compensation thereunder for such goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error.

5.05 Indemnification. Each Manager(s), and the officers, directors and shareholders of any Manager(s) which is a corporation in accordance with applicable law and the articles of organization, by-laws and other governing documents of such corporation, shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by them within the scope of the authority

conferred on them, by this Agreement, and/or for any act omitted to be performed except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses. The doing of any act or failure to do any act by a Manager(s), the effect of which may cause or result in loss or damage to the LLC, if done in good faith to promote the best interests of the LLC, shall not subject the Manager(s) to any liability to the Members except for gross negligence or willful misconduct.

5.06 Other Activities. The Members, Manager(s) and any Affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as Manager(s) of other limited liability companies and general partners of partnerships with purposes similar to those of the LLC. Neither the LLC nor any other Member or Manager(s) shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

ARTICLE VI

Fiscal Matters

6.01 Books and Records. The Manager(s) shall keep or cause to be kept complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC to the extent applicable and otherwise in accordance with generally accepted accounting principles consistently applied. Such books and records shall be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at an office of the LLC for examination and copying by any Member or Manager(s), or such Member's or Manager(s)'s duly authorized representative, at such Member's or Manager(s)'s reasonable request and at such Member's or Manager(s)'s expense during ordinary business hours. A current list of the full name and last known address of each Member and Manager(s), a copy of this Agreement, any amendments thereto and the Certificate, including all certificates of amendment thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate or any certificate of amendment has been executed, copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent years, shall be maintained at the registered office of the LLC required by Section 5 of the Act. Within 120 days after the end of each fiscal year of the LLC, each Member shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member may, at any time, at such Member's own expense, cause an audit or review of the LLC books to be made by a certified public accountant of such Member's own selection.

6.02 Bank Accounts. Bank accounts and/or other accounts of the LLC shall be maintained in such banking and/or other financial institution(s) as shall be selected by the Approval of the Manager(s), and withdrawals shall be made and other activity conducted on such signature or signatures as shall be approved by the Manager(s).

6.03 Fiscal Year. The fiscal year of the LLC shall end on December 31st of each year.

6.04 Tax Matters Partner. The Manager(s) is hereby designated as the "tax matters partner." At any time and from time to time if there is more than one Manager(s) which is eligible under the Code to be a "tax matters partner," a "tax matters partner" may be designated by the Approval of the Manager(s). The "tax matters partner" is hereby authorized to and shall perform all duties of a "tax matters partner" under the Code and shall serve as "tax matters partner" until such Manager(s)'s resignation or until the designation of such Manager(s)'s successor, whichever occurs sooner.

ARTICLE VII

Transfers of Interests

7.01 General Restrictions on Transfer.

(a) No Member may Transfer all or any part of such Member's interest as a Member of the LLC or otherwise withdraw from the LLC except as provided in Section 7.02 or with the Approval of the Manager(s), which may be withheld for any reason or for no reason.

(b) Every Transfer of an interest as a Member of the LLC permitted by this Article VII, including without limitation Transfers permitted by Sections 7.01(a), 7.02, 7.03, 7.04, shall nevertheless be subject to the following:

(i) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The Manager(s), acting by Approval, may require as a condition of any Transfer that the transferor assume all costs incurred by the LLC in connection therewith and furnish an opinion of counsel, satisfactory to the LLC both as to counsel and opinion, that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

(ii) The Manager(s) shall require, as a condition to the admission to the LLC as a Member of any transferee who is not otherwise a Member, that such transferee demonstrate to the reasonable satisfaction of the Manager(s) that such transferee is not then under indictment and has not at any time been convicted of a felony and either is a financially responsible Person or has one or more financially responsible Persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on such transferee's behalf. In addition, a transferee of an interest pursuant to Section 7.02 or Section 7.03, who is not otherwise a Member, shall not be admitted to the LLC as a Member without the Approval of the Manager(s), which may be withheld for any reason or for no reason, and such a transferee who is not so admitted need not be recognized by the LLC for any purpose and shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a Member.

(iii) Notwithstanding anything contained herein to the contrary, no interest as a Member of the LLC shall be transferred if, by reason of such Transfer, the classification of the LLC as an LLC for federal income tax purposes would be adversely affected or jeopardized, or if such transfer would

have any other substantial adverse effect for federal income tax purposes.

(iv) In the event of any Transfer, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument affecting such Transfer. The transferee, if any, shall execute such additional instruments as shall be reasonably required by the Manager(s). If and for so long as such instruments are not so executed and filed, the LLC need not recognize any such Transfer for any purpose, and the transferee shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a Member.

(v) Upon the admission or withdrawal of a Member, this Agreement (including without limitation Schedule I hereto) and/or the Certificate shall be amended appropriately to reflect the then existing names and addresses of the Members and Manager(s) and their respective Percentage Interests.

(c) A transferor of an interest as a Member of the LLC shall, if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement, be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer (unless such transferor affirmatively assumes liability as provided in Section 7.01(b)(ii)).

(d) Any Person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 7.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(e) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be or be treated as or deemed to be a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the violation of the provisions concerning such transaction set forth in this Agreement.

7.02 Permitted Transfers. The following Transfers shall be permitted without the Approval of the Manager(s) otherwise required under Section 7.01(a) above, but such permitted Transfers shall in any event be subject to Sections 7.01(b)-(e) hereof:

(a) An interest as a Member of the LLC may be Transferred from time to time as a part of any proceeding under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and subject to the requirements and provisions thereof.

(b) An interest as a Member of the LLC may be Transferred from time to time to any Legal Representative(s) and/or Affiliate(s) and/or Member(s) of the Immediate Family of the transferring Member.

7.03 Right of First Refusal.

(a) A Member may Transfer the whole or any portion of such Member's interest as a Member of the LLC without the Approval of the Manager(s) otherwise required under Section 7.01(a) above (and such Transfer shall be a permitted Transfer in addition to those permitted under Section 7.02 and shall in any event be subject to Sections 7.01(b)-(e) hereof) if such Member (the "Offering Member") first obtains a Bona Fide Offer for the purchase of the entire interest to be Transferred and makes the interest which is the subject of the Bona Fide Offer available to the other Members on a first refusal basis upon the same terms and provisions as set forth in such Bona Fide Offer, in the manner hereinafter set forth.

(b) The Offering Member shall furnish a true and complete copy of the Bona Fide Offer to each other Member, together with full and fair disclosure of any material information available as to the proposed transaction and the parties thereto, and the other Members shall have a period of sixty days thereafter within which to elect, by written notice to the Offering Member (the "Exercise Notice"), to purchase the entire interest to be Transferred at the price (the "Purchase Price") and upon the terms set forth in the Bona Fide Offer. Each Exercise Notice shall contain a statement of the maximum percentage of the Offering Member's interest which the Member giving such notice wishes to purchase, and if such amounts do not total at least 100% of the Offering Member's interest which is the subject of the Bona Fide Offer, then no Member shall have the right to purchase any interest of the Offering Member.

(c) If there shall be a dispute as to the amount of the Offering Member's interest which any Member(s) may purchase pursuant to Section 7.03(b), each Member participating in any such purchase (a "Purchasing Member") shall be entitled to purchase a pro rata amount of the Offering Member's interest based upon the Percentage Interest of such Purchasing Member in relation to the aggregate Percentage Interests held by all Members participating in such purchase, unless the Purchasing Members agree to purchase such interest based upon an allocation other than such pro rata allocation.

(d) If the interest of the Offering Member is being purchased by one or more Purchasing Members, the closing shall take place at the principal office of the LLC on the date specified for such closing, and as otherwise specified, in the Exercise Notice of the Purchasing Member who is purchasing the largest portion of such interest (which date shall not be earlier than ten nor more than thirty days after the delivery of such Exercise Notice to the Offering Member). At the closing, the Purchase Price shall be paid by the Purchasing Members upon the terms set forth in the Bona Fide Offer and the Offering Member shall execute and deliver such instruments as may be required to vest in the Purchasing Members (or the designee or designees thereof) the interest to be sold free and clear of all liens, claims and encumbrances. The Purchasing Members shall have the right to continue the business of the LLC after the closing and shall have the right to use any names used by

the LLC in connection with its business. All information, trade secrets or confidential financial or other data of the LLC shall be the property of the LLC, and the Offering Member shall not disclose or use to the detriment of the Purchasing Members any confidential information, trade secrets or confidential financial or other data of the LLC; provided, however, that the Offering Member may make such disclosures as such Offering Member reasonably believes may be required by law, regulation, or rule of any governmental authority or any court order or other legal process.

(e) If the interest of the Offering Member shall not be purchased by Purchasing Member(s) as aforesaid, the Offering Member may sell such interest to the maker of the Bona Fide Offer, but only upon the terms and provisions originally set forth in the Bona Fide Offer, provided such sale satisfies the following requirements:

(i) Such sale is concluded within one hundred twenty days after the delivery to the offer of the Bona Fide Offer; and

(ii) The maker of the Bona Fide Offer shall enter into a valid and binding agreement the effect of which will be that any interest in the LLC which is so transferred shall continue to remain subject to the provisions of this Agreement with the same force and effect as if such Person had originally been a party hereto.

7.04 Special Rules for Manager(s).

(a) Sections 7.01, 7.02(a), 7.03, 7.05 and this Section 7.04, but not Section 7.02(b), shall apply to a Manager(s)'s interest as a Member in the LLC.

(b) No Manager(s) who is also a Member may resign from, retire from, abandon or otherwise terminate such Manager(s)'s status as a Manager(s) unless there is then at least one other Manager(s) who is also a Member.

7.05 Continuation of the LLC. Notwithstanding a Transfer or other withdrawal from the LLC of a Member who is also a Manager(s), as to all of such Member's interest as a Member, the LLC shall not be dissolved and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if the remaining Members, acting by Consent within ninety days thereafter, elect to continue the LLC and the business of the LLC and appoint, as of the date of such Transfer or withdrawal, one or more new such Manager(s).

ARTICLE VIII

Dissolution and Termination

8.01 Events Causing Dissolution. The LLC shall be dissolved and its affairs wound up upon:

(a) The sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash and, by

Approval of the Manager(s), a determination is made not to distribute any such non-cash items to the Members;

(b) A Transfer or other withdrawal of a Member who is also a Manager(s), as to all of such Member's interest as a Member, if there is no election pursuant to Section 7.05, to continue the LLC;

(c) The election to dissolve the LLC made in writing by the Approval of the Manager(s) with the Consent of the Members;

(d) Any consolidation or merger of the LLC with or into any entity in which the LLC is not the resulting or surviving entity; or

(e) Upon the occurrence of an event specified under the laws of the Commonwealth of Massachusetts as one effecting dissolution, except that where, under the terms of this Agreement the LLC is not to terminate, then the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions, and provisions of this Agreement. The LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, bankruptcy, dissolution or occurrence of any other event which terminates the Membership of a Member, except as provided in Section 8.01(b).

8.02 Procedures on Dissolution. Dissolution of the LLC shall be effective on the day on which an event occurs giving rise to the dissolution, but the LLC shall not terminate until the Certificate shall be canceled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this Agreement. Upon dissolution of the LLC, the Manager(s) acting by Approval, or if none, a liquidator elected by the Consent of the Members shall liquidate the assets of the LLC, apply and distribute the proceeds thereof under Section 4.02 of this Agreement, and cause the cancellation of the Certificate.

ARTICLE IX

General Provisions

9.01 Notices. Any and all notices under this Agreement shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to a Member at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

9.02 Word Meanings. The words such as "herein", "hereinafter", "hereof", and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

9.03 Binding Provisions. Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

9.04 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

9.05 Counterparts. This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

9.06 Separability of Provisions. Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any reason any provision or provisions herein would cause the Members to be liable for or bound by the obligations of the LLC, such provision or provisions shall be deemed void and of no effect.

9.07 Section Titles. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

9.08 Amendments. Except as otherwise specifically provided herein, including without limitation in Section 7.01(b) (v), this Agreement may be amended or modified only with the Approval of the Manager(s) and the Consent of the Members. Specifically, and without limiting the generality of the foregoing, this Agreement may be amended to provide for Capital Contributions from, distributions to, and allocations of Profits and Losses to one or more additional classes of Members, with the Approval of the Manager(s) and the Consent of the Members. Except as provided in Section 7.03, no Member shall have any preemptive, preferential or other right with respect to the issuance or sale of any Member interests or any warrants, subscriptions, options or other rights with respect thereto.

9.09 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

9.10 Waiver of Partition. Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, unless otherwise expressly authorized in this Agreement, each Member agrees that such Member shall not, either directly or indirectly, take any action to require partition or appraisement of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each Member (and such Member's successors and assigns) accepts the provisions of the Agreement as such Member's sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all right to maintain any action for partition or to

compel any sale or other liquidation with respect to such Member's interest, in or with respect to, any assets or properties of the LLC; and each Member agrees that such Member will not petition a court for the dissolution, termination or liquidation of the LLC.

9.11 Survival of Certain Provisions. The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, but without limitation, the provisions of Sections 2.05 and 5.05. The Members agree that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the Members shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such termination document specifically provides for nonsurvival by reference to this Section 9.12 and to specific nonsurviving provisions.

ARTICLE X

Definitions

The following defined terms used in this Agreement shall have the meanings specified below:

"Accountants" means such firm of independent certified public accountants as may be engaged from time to time by the LLC.

"Act" means the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the office of the Secretary of State of the Commonwealth of Massachusetts, and as thereafter amended from time to time.

"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) credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) debit to such Capital Account the items described in Regulations Section 1.704-1 (b) (2) (ii)(d)(4),(5) and (6).

The foregoing definition is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adjusted Capital Contribution" means a Member's capital contribution to the LLC reduced by all distributions made to such Member under Section 4.01.

"Affiliated Person" or **"Affiliate"** means, with reference to a specified Person, any (i) Person who owns directly or indirectly 10% or more of the beneficial ownership in such Person; (ii) one or more Legal Representatives of such Person and/or any Persons referred to in the preceding clause (i); (iii) entity in which any one or more of such Person and/or the Persons referred to in the preceding clauses (i) and (ii) owns directly or indirectly 10% or more of the beneficial ownership.

"Agreement" means this Operating Agreement as it may be amended, supplemented, or restated from time to time.

"Approval" or **"Approved"** means the written consent or approval of the Manager(s) or, if there is then more than one, of a majority of the Manager(s).

"Applicable Federal Rate" means the Applicable Federal Rate as that term is defined in Code Section 7872, whether the short-term, mid-term or long-term rate, as the case may be, as published from time to time by the Secretary of the Treasury based on average market yields for relevant recent periods.

"Bankruptcy" means any of the following:

(i) If any Member shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such Member, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such Member or of all or any substantial part of his, her or its properties or his, her or its interest in the LLC (the term "acquiesce" as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty days after such order, judgment or decree); or

(ii) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition file against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree, or if any Member shall suffer the entry of an order for relief under Title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of such Member's properties or such Member's interest in the LLC shall be appointed without the consent or acquiescence of such Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty days (whether or not consecutive); or

(iii) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"Bona Fide Offer" means an offer which complies with the following conditions:

(i) The offer shall be in writing and shall constitute an agreement legally binding on the offeror without any material conditions precedent or right on the part of the offeror to withdraw the offer within ninety days;

(ii) The offeror shall be a financially responsible Person;

(iii) The offer shall be for a purchase solely for cash payable all at the time of sale; and

(iv) The offeror shall be a Person who has no prohibited relationship with the Offering Members. A "prohibited relationship" is any relationship of any kind whereby any Offering Members (and/or any Affiliates of any Offering Members) directly or indirectly has, or will have after the closing of the transaction, a financial interest greater than 10% in the offeror or the purchasing Person. For this purpose, Affiliate shall include, in addition to the Persons specified in the definition thereof, as clause (iv) in such definition, all beneficial owners of the specified Person and all individuals related by blood or marriage to such beneficial owners.

"Book Value" means, with respect to any asset of the LLC, such asset's adjusted basis for federal income tax purposes, except that:

(i) the initial Book Value of any asset contributed by a Member to the LLC shall be the gross fair market value of such asset (not reduced for any liabilities to which it is subject or which the LLC assumes), as such value is determined and for which credit is given to the contributing Member under this Agreement;

(ii) the Book Value of all assets of the LLC shall be adjusted to equal their respective gross fair market values, as determined by Approval of the Manager(s), at and as of the following times:

(a) the acquisition of an additional or new interest in the LLC by a new or existing Member in exchange for other than a de minimis capital contribution by such Member, if the Manager(s) acting by Approval reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members;

(b) the distribution by the LLC to a Member of more than a de minimis amount of any asset of the LLC (including cash or cash equivalents) as consideration for all or any portion of an interest in the LLC, if the Manager(s) acting by Approval reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members;

(c) the liquidation of the LLC within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); and

(iii) the Book Value of the assets of the LLC shall be increased (or decreased) to reflect any adjustment to the adjusted basis for such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Book Value shall not be adjusted pursuant to this clause (iii) to the extent that the Manager(s), acting by Approval, determines that an adjustment pursuant to clause (ii) hereof is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this clause (iii).

If the Book Value of an asset has been determined or adjusted pursuant to the preceding clauses (i), (ii) or (iii), such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses, and the amount of the adjustment shall thereafter be taken into account as gain or loss from the distribution of such asset for purposes of computing Profits or Losses.

"Capital Account" shall mean a capital account maintained and adjusted in accordance with the Code and the Regulations, including the Regulations under Sections 704(b) and (c) of the Code. The Capital Account of each Member shall be:

(i) credited with all payments made to the LLC by such Member on account of capital contributions (and as to any property other than cash or a promissory note of the contributing Member, the agreed (as between the Members) fair market value of such property, net of liabilities secured by such property and assumed by the LLC or subject to which such contributed property is taken) and by such Member's allocable share of Profits and items in the nature of income and gain of the LLC;

(ii) charged with the amount of any distributions to such Member (and as to any distributions of property other than cash or a promissory note of a Member or the LLC, by the agreed fair market value of such property, net of liabilities secured by such property and assumed by such Member or subject to which such distributed property is taken), and by such Member's allocable share of Losses and items in the nature of losses and deductions of the LLC;

(iii) adjusted simultaneously with the making of any adjustment to the Book Value of the LLC's assets pursuant to the definition thereof, to reflect the aggregate net adjustments to such Book Value as if the LLC recognized Profit or Loss equal to the respective amount of such aggregate net adjustments immediately before the event causing such adjustments; and

(iv) otherwise appropriately adjusted to reflect transactions of the LLC and the Members.

"Capital Contribution" means the amount of cash and the value of any other property contributed to the LLC by a Member.

"Certificate" means the Certificate of Organization creating the LLC, as it may, from time to time, be amended in accordance with the Act.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any subsequent federal law of similar import.

"Consent" means the written consent or approval of more than 50% in interest, based on Percentage Interests held as Members, of those Members entitled to participate in giving such Consent, and if more than one class of Members is so entitled then more than 50% shall be so required with respect to each such class.

"Depreciation" means, for each year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such year o other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization, or other cost recovery deduction computed for tax purposes with respect to such asset for such period bears to the adjusted tax basis for such asset, or if such asset has a zero adjusted tax basis, Depreciation shall be determined with reference to the initial Book Value of such asset using any reasonable method selected by Approval of the Manager(s), but not less than depreciation allowable for tax purposes for such year.

"Exercise Notice" shall have the meaning given in Section 7.03.

"Immediate Family" (i) with respect to any individual, means his ancestors, spouse, issue, spouses of issue, any trustee or trustees, including successor and additional trustees, principally for the benefit of any one or more of such individuals, and any entity or entities all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a Legal Representative, means the Immediate Family of the individual for whom such Legal Representative was appointed and (iii) with respect to a trustee, means the Immediate Family of the individual with respect to whom the principal beneficiaries are Members of the Immediate Family.

"LLC" means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constitute and amended.

"Legal Representative" means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetency of such individual.

"Losses" shall have the meaning provided below under the heading "Profits and Losses."

"Manager(s)" shall refer to the Person named as Manager(s) in this Agreement and any Person who becomes an additional, substitute or replacement Manager(s) as permitted by this Agreement, in each such Person's capacity as a Manager(s) of the LLC. "Manager(s)" shall refer collectively to the Person named as Manager(s) in this Agreement and any Person who becomes an additional, substitute or replacement Manager(s) as permitted by this Agreement, in each such Person's capacity as a Manager(s) of the Partnership.

"Member" shall refer severally to the Persons named as Members in this Agreement and any Person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in each such Person's capacity as a Member of the LLC. "Members" shall refer collectively to the Persons named as Members in this Agreement and any Person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in each such Person's capacity as a Member of the Partnership.

"Minimum Gain" shall have the meaning given in Regulations Section 1.704-2(d).

"Nonrecourse Deductions" shall have the meaning given in Regulations Section 1.704-2(b)(1).

"Offering Member" shall have the meaning given in Section 7.03.

"Partner Minimum Gain" shall mean **"Member nonrecourse debt minimum gain"** as set forth in Regulations Section 1.704-2(i)(3).

"Partner Nonrecourse Debt" shall have the meaning given in Regulations Section 1.704-2(b)(4).

"Partner Nonrecourse Deductions" shall have the meaning given in Regulations Section 1.704-2(i)(2).

"Percentage Interest" shall be the percentage interest of a Member set forth in Schedule I, as amended from time to time.

"Person" means any natural person, partnership (whether general limited), limited liability company, trust, estate, association or corporation.

"Profits and Losses" means, for each year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss, with the following adjustments):

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

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

(iii) Gain or loss from a disposition of property of the LLC with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the book value of such

property, rather than its adjusted tax basis;

(iv) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account the Depreciation on the assets for such fiscal year or other period; and

(v) Any items which are separately allocated pursuant to Sections 4.05 and/or 4.06 which otherwise would have been taken into account in calculating Profits and Losses pursuant to the above provisions shall not be taken into account and, as the case may be, shall be added to or deducted from such amounts so as to be not part of the calculation of the Profits or Losses.

If the LLC's taxable income or loss for such year, as adjusted in the manner provided above, is a positive amount, such amount shall be the LLC's Profits for such year; and if negative, such amount shall be the LLC's Losses for such year.

"Purchase Price" shall have the meaning given in Section 7.03.

"Purchasing Member" shall have the meaning given in Section 7.03.

"Regulations" means the Regulations promulgated under the Code, and any successor provisions to such Regulations, as such Regulations may be amended from time to time.

"Terminating Capital Transaction" means a sale or other disposition of all or substantially all of the assets of the Partnership.

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

MANAGER(S):

_____

Frank J. Marchione

_____

Nicola Marchione

MEMBER(S):

_____

Frank J. Marchione

_____

Nicola Marchione

Schedule A
To
Operating Agreement
Of
CATAHOULA CANNABIS, LLC

Name and Address of Members:	Capital Contribution	Percent Interest
Frank J. Marchione of 31 Semple Village Road Attleboro, MA 02703	**$500.00**	**50%**
Nicola Marchione of 4 Lee Street Walpole, MA 02081	**$500.00**	**50%**

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COMMERCIAL LEASE

1. PARTIES. FRANKFORT STREET PARTNERS, LLC, a Massachusetts limited liability company with an office at 31 Semple Village Road, Attleboro, MA 02703 (the "Lessor"), which expression shall include its successors and assigns where the context so admits, does hereby lease to CATAHOULA CANNABIS LLC, a Massachusetts limited liability company with an office at 31 Semple Village Road, Attleboro, MA 02703 (the "Lessee"), which expression shall include its successors and assigns where the context so admits.

2. PREMISES. The Lessor hereby leases to the Lessee the land together with building thereon (the "Building") located at 160 Hartwell Street, Fall River, Massachusetts. (The Building and the land on which the Building is located, are sometimes hereinafter collectively referred to as the "Premises").

3. TERM. The term of this lease shall be for a period of five (5) years commencing on the date that the Lessee obtains approval from the Cannabis Control Board to operate its business known as "Health for Life Fall River" ("Business") (the "Commencement Date") through the last day of the sixtieth (60^{th}) full month after the Commencement Date. If the Lessee fails to get approval to operate the Business for any reason whatsoever, this Lease shall be null and void and of no effect.

4. RENT. The Lessee shall pay to the Lessor base rent at the rate of Sixty-seven Thousand Six Hundred Thirty-two and 00/100 ($67,632.00) Dollars per year, payable in advance in monthly installments of Five Thousand Six Hundred Thirty-six and 00/100 ($5,636.00) Dollars per month, without offset or deduction, during the Initial Term of the Lease.

5. OPTION TERM. Provided that the Lessee has not been in default during the initial five-year term of this lease the Lessee shall have one option to extend this lease for three subsequent terms of five (5) years upon the same terms and conditions except for the rent, which shall be negotiated between the parties at least thirty (30) days before the commencement of the next extended term or the lease will lipase. The Lessee's option to extend must be exercised by the Lessee at least six (6) months prior to the expiration of the original term by written notice given to the Lessor by certified mail, return receipt requested, of its intention to exercise said option to extend.

6. SECURITY DEPOSIT. Upon the execution of this Lease, the Lessee shall pay the sum of Five Thousand Six Hundred Thirty-six and 00/100 ($5,636.00) Dollars as a security deposit. This security deposit shall secure the punctual performance by Lessee of each and every obligation of the Lessee under this lease. In the event of any default by Lessee, Lessor may apply all or any part of the security deposit to cure the default or to reimburse Lessor for any sum which Lessor may spend by reason of default or toward the cure thereof. In the case of every such application, Lessee shall, on demand, pay to Lessor an amount equal to this sum so applied which shall be added to the security deposit so that the same shall be restored to its original amount. Provided that Lessee shall not then be in default under this Lease, within sixty (60) days following the termination of the term of this lease, Lessor shall return to Lessee the security deposit or any balance thereof then remaining without interest. Lessor shall deliver the funds deposited hereunder by Lessee to the purchaser of Lessor's interest in the Premises in the event that such interest be sold and thereupon Lessor shall be discharged from any further liability with respect to such security deposit, upon the notification to the Lessee of the name and address of the new Lessor.

7. UTILITIES. The Lessee shall pay, as they become due, all bills for electricity, internet and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises, including all water, sewer charges and water runoff charges or the like.

Lessor shall have no obligation to provide utilities or equipment other than those equipment within the premises as of the commencement date of this lease. In the event Lessee requires additional utilities or equipment, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.

8. PERMITTED USE OF PREMISES. The premises shall be used solely for operating a retail marijuana sales store.

9. COMPLIANCE WITH LAWS. The Lessee acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Lessor shall not cause or suffer any use of the Building which would violate the City of Fall River Zoning By-Laws concerning use or parking.

10. FIRE INSURANCE. Lessee shall reimburse the premiums on the liability insurance policies insuring Lessor against damage to property or injuries or death to person or persons, in, on or about the building and the roadways leading from and to the Premises, and the premiums on the fire and casualty insurance policies within ten (10) days after submission of the invoice to the Lessee. The Lessee shall not permit any use of the Premises which will make voidable any insurance on the Premises or on the contents of the Premises or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The Lessee shall on demand reimburse the Lessor all extra insurance premiums caused by the Lessee's use of the Premises.

11. MAINTENANCE. Lessee's Obligations. Except as specifically herein otherwise provided, Lessee agrees that from and after the date that possession of the Premises is delivered to Lessee, and until the end of the term of this lease, Lessee will keep neat and clean and maintain in good order, condition and repair: the roof of the Building, all interior nonstructural portions of the Premises including but not limited to the store front and the exterior and interior portions of all doors, windows, plate glass and showcases surrounding the Premises; all plumbing and sewage facilities within the Premises; fixtures; interior wall; floors; ceilings; signs (including exterior signs where permitted); and all wiring, electrical systems, interior buildings appliances, heating, air conditioning and ventilation systems and equipment. Lessee shall be responsible to conduct routine maintenance and repair, to the heating and air conditioning systems and shall be responsible for replacement of the systems or any major component thereof, servicing the Premises.

Lessee further agrees that the Premises shall be kept in a clean, sanitary and safe condition in accordance with the laws of the Commonwealth of Massachusetts and ordinances of the City of Fall River Massachusetts, and in accordance with all directions, rules, regulations of the Health Officer, Fire Marshal, Building Inspector, and other proper officers of the governmental agencies having jurisdiction over the Premises.

The Lessee agrees to maintain the structure of the Building in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted.

12. ALTERATIONS-ADDITIONS. The Lessee shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided the Lessor consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Lessee's expense and shall be in quality at least equal to the present construction. Lessee shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released of record forthwith without cost to Lessor. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein. The Lessee shall not place or affix any signs to the exterior or windows of the premises without the Lessor's prior written consent.

13. ASSIGNMENT-SUBLEASING. Lessee covenants that during the term of this lease that Lessee shall not, without on each occasion first obtaining the prior written approval of Lessor, assign, transfer, mortgage or pledge this lease, nor sublease (which term shall be deemed to include the granting of concessions and licenses and the like) all or any part of the Premises, nor suffer or permit this lease or the leasehold estate hereby created or any other rights arising under this lease, to be assigned, transferred or encumbered, in whole or in part, whether voluntarily, involuntarily or by operation of law, nor shall Lessee permit anyone other than Lessee to occupy the Premises. Any assignment, sublease or other transfer of this lease shall be null and of no force and effect unless and until Lessor shall have reviewed and approved by written notice the financial credibility of any proposed assignee, sublessee or other transferee of this lease. In all events, any such assignment, transfer, mortgage, sublease or other encumbrance, whether or not approved by Lessor, or any other indulgence granted by Lessor to any assignee or sublessee, shall in no way impair the continuing primary liability (which after any assignment shall be joint and several with the assignee ~~or~~ successor) of Lessee hereunder. No single approval by Lessor shall be deemed to be a waiver of Lessee's obligation to obtain Lessor's approval for any other proposed assignment or subletting. In the event that Lessee requests Lessor's approval to an assignment or sublease, the Lessee agrees that it shall pay the reasonable attorney's fees of Lessor with regard to said request for assignment and/or sublease whether or not Lessor approves Lessee's request for same.

Lessor shall not unreasonably withhold its consent to an assignment by Lessee so long as the proposed assignee (i) agrees in writing to be bound by all of the terms and conditions contained herein, including, specifically, the Permitted Use clause; (ii) demonstrates, to Lessor's reasonable satisfaction, prior experience in operating a similar business; (iii) demonstrates, to Lessor's reasonable satisfaction, adequate financial resources to meet the obligations of Lessee under this lease; and (iv) demonstrates to Lessor's reasonable satisfaction, the ability to reinvest sufficient capital from time to time in order to maintain the quality, level of service, character and condition of the business operated on the Premises.

In the event of any subletting Lessee shall pay to Lessor as and when the same is received fifty percent (50%) of the Sublease Consideration, as hereinafter defined. For the purposes hereof, the "Sublease Consideration" shall be defined as the rent and other charges payable to Lessee under a sublease, after first deducting the reasonable costs for brokerage and marketing, legal fees and construction costs incurred by Lessee in connection with such subletting (which costs shall be amortized

over the term of the sublease), to the extent that the same exceeds the base rent payable by the Lessee hereunder in respect of the equivalent period. Any such payment shall be made by Lessee to Lessor on a monthly basis. None of the foregoing shall release or discharge Lessee from any obligations or liabilities set forth in this Lease, which obligations and liabilities shall continue to be direct and primary in any event.

14. SUBORDINATION. This lease shall be subject and subordinate to any and all Lessor's mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

15. LESSOR'S ACCESS. The Lessor or agents of the Lessor may, at reasonable times, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Lessor (provided such repairs and alterations do not materially interfere with Lessee's use of the Premises) should elect to do and may show the Premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY. Lessee shall defend, indemnify and save Lessor and its agents and employees harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against Lessor and/or its agents, by reason of any of the following occurring during the term of this lease, as it may be extended, or during any period of time prior to the Commencement Date: (a) any work or thing being done in or about the Premises or any part thereof by or at the request of Lessee, its agents, contractors, sub-contractors, servants, employees, licensees or invitees; (b) any negligence or otherwise wrongful act or omission on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sublessees, licensees or invitees; (c) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof; or (d) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this lease. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee upon written notice from Lessor, shall at Lessee's expense resist or defend such action or proceeding by counsel reasonably approved by Lessor.

17. LESSEE'S LIABILITY INSURANCE. The Lessee shall maintain with respect to the Premises, comprehensive public liability insurance in the amount of a One Million and 00/100 ($1,000,000) Dollars with property damage insurance in limits of One Million and 00/100 ($1,000,000) Dollars in responsible companies qualified to do business in the Commonwealth of Massachusetts and in good standing therein insuring the Lessor as well as Lessee against injury to persons or damage to property as provided. The Lessee shall deposit with the Lessor certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

18. FIRE, CASUALTY, EMINENT DOMAIN. Should twenty-five (25%) percent or more of the Premises, the Building or the Property be substantially damaged by fire or other casualty, or be taken by

eminent domain, the Lessor may elect to terminate this lease. When such fire, casualty, or taking renders the Premises substantially unsuitable for its intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this lease if:

(a) The Lessor fails to give written notice within thirty (30) day of intention to restore the Premises, or

(b) The Lessor fails to restore the Premises to a condition substantially suitable for its intended use within ninety (90) days of said fire, casualty or taking.

The Lessor reserves, and the Lessee grants to Lessor, all rights which the Lessee may have for damages or injury to the Premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property or equipment and other damage and loss peculiar to the Lessee.

19. DEFAULT OF Lessee.

(a) Events of Default. Subject to Lessee's right to notice and opportunity to cure specified in subsection (b) hereunder, Lessee shall be deemed to be in default of its obligations under this Lease upon the occurrence of any of the following:

(i) Lessee's failure to pay base rent, additional rent or any other sums due under this Lease within seven days when due;

(ii) Lessee's failure to perform any covenant, promise or obligation contained in this lease;

(iii) The appointment of a receiver or trustee for all or substantially all of Lessee's assets;

(iv) Lessee's voluntarily petition for relief under, any bankruptcy or insolvency law;

(v) The sale of Lessee's interest under this lease by execution or other legal process;

(vi) The seizure, sequestration or impounding by virtue or under authority of any legal proceeding of all or substantially all of the personal property or fixtures of Lessee used in or incident to the operation of the Premises;

(vii) Lessee's making an assignment of this lease for the benefit of creditors;

(viii) Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited under Article 19 under this lease; or

(ix) Lessee shall do or permit to be done anything that creates a lien upon the Premises and shall fail to obtain the release of any such lien or bond off any such lien as required herein.

(b) Notice; Right to Cure. Lessee shall be deemed in default of this Lease upon the continued occurrence of (i) the occurrence of any event specified in (ii) of subsection (a) above that is not cured by Lessee within thirty (30) days from Lessee's receipt of written notice from Lessor (provided this thirty (30) day cure period shall be extended for such reasonable period of time as is necessary to cure the default, if the default is not reasonably capable of cure within said thirty (30) day period and Lessee

commences and continues to diligently cure the alleged default), or (ii) the occurrence of any event specified in (iii) through (ix) of subsection (a) above. In the event of any such default, Lessor may give to Lessee a notice of intention to terminate the term of this lease at the expiration of five (5) days from the date of service of such notice of intention, and upon the expiration of said five (5) days this lease and the term and estate hereby granted, shall terminate with the same effect as if that day were the expiration date, but Lessee shall remain liable for damages as hereinafter provided.

(c) Lessor's Remedies. Upon Lessee's default hereunder Lessor may exercise the following options:

(i) Lessor's Right of Re-Entry and to Damages. Should any Event of Default occur then, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, the Lessor lawfully may, in addition to any remedies otherwise available to the Lessor, immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of the Lessor's former estate, and expel the Lessee and those claiming through or under it and remove its or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and/or the Lessor may send written notice to the Lessee terminating the term of this Lease; and upon the first to occur of (i) entry as aforesaid; or (ii) the fifth (5th) day following giving of such notice of termination as per Section 21(b) above, the term of this Lease shall terminate. The Lessee covenants and agrees, notwithstanding any termination of this lease as aforesaid or any entry or re-entry by the Lessor, whether by summary proceedings, termination or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this lease, become due if this lease had not been terminated or if the Lessor had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof; but in the event the Premises be relet by the Lessor, the Lessee shall be entitled to a credit in the net amount of rent received by the Lessor in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, remodeling costs, brokerage fees and the like), and in collecting the rent in connection therewith. It is specifically understood and agreed that the Lessor shall be entitled to take into account in connection with any reletting of the Premises all relevant factors which would be taken into account by a sophisticated developer in securing a replacement tenant for the Premises, and the Lessor shall not be compelled to re-let other than for the Permitted Use; and the Lessee hereby waives, to the extent permitted by applicable law, any obligation the Lessor may have to mitigate the Lessee's damages. As an alternative at the election of the Lessor, the Lessee shall upon such termination pay to the Lessor, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the total rent and other benefits which would have accrued to the Lessor under this Lease for the remainder of the term if the lease terms had been fully complied with by Lessee over and above the then rental value of the Premises for the balance of the term.

(ii) Lessor's Right to Cure. If the Lessee shall default in any of its obligations hereunder, the Lessor may at its option cure the default at the expense of the Lessee. Any sums expended by the Lessor under this provision shall be deemed to be Additional Rent for nonpayment of which the Lessor shall have the same remedies as in the case of nonpayment of any other rent hereunder.

(iii) Remedies Cumulative. Any and all rights and remedies which Lessor may have under this lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other,

and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

20. NOTICES. Any notice from the Lessor to the Lessee relating to the Premises or to the occupancy thereof, shall be deemed duly served, if hand delivered mailed to the Lessee at the Premises, registered or certified mail, return receipt requested, postage prepaid or be recognized overnight carrier, addressed to the Lessee. Any notice from the Lessee to the Lessor relating to the Premises or to the occupancy thereof, shall be deemed duly served, if hand delivered or mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid or by recognized overnight carrier, addressed to the Lessor at such address as the Lessor may from time to time advise in writing. All rent notices shall be paid and sent to the Lessor at FRANKFORT STREET PARTNERS, LLC, with an office at 31 Semple Village Road, Attleboro, MA 02703.

21. SURRENDER. The Lessee shall at the expiration or other termination of this lease remove all Lessee's goods and effect from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Premises). Lessee shall deliver to the Lessor the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the Lessee's property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. LESSEE'S WORK. The Lessee's taking possession of the Premises shall be conclusive evidence of the Lessee's acceptance thereof and the Lessee's acknowledgment that the same is in good order and satisfactory condition and that the Lessor has complied with all of the terms and conditions of this lease. The Lessee agrees that no representations or warranties, express or implied, respecting the condition of the Premises and no promises to decorate, alter, repair or improve the Premises either before or after the execution hereof have been made by Lessor or its agents to Lessee unless the same are contained herein and made a part hereof. All work done by the Lessee to the Premises shall be done by Lessee at Lessee's sole cost and expense and in conformity with Lessee's plans and specifications approved by Lessor prior to Lessee's commencing Lessee's work.

23. LATE PAYMENTS OF RENT. If any installment of rent is paid five (5) days or more after the date when the same becomes due, a five (5%) percent late charge shall be assessed on said amount due.

24. BROKER'S COMMISSION. It is agreed by and between the parties hereto that no broker or agent brought about the lease of the within premises. If it should be determined that any broker or agent is due a commission, the party engaging the services of such broker or agent shall be fully and solely obligated to pay such commission.

25. HAZARDOUS WASTE. The Lessee shall not permit any violation to exist with respect to the Premises under any federal, state or local laws, rules and regulations now or hereafter in effect with respect to oil, hazardous wastes or hazardous materials, or toxic substances, or the release or disposal thereof. Lessee shall not use all or any portion of the Premises for the generation, storage, treatment, use or disposal of any substance for which a license or permit is required by Massachusetts General Laws,

Chapter 21C without the prior written consent of the Lessor. Without limitation express or implied upon any other requirements of this lease, the Lessee shall pay all such sums and take all such actions as may be required to avoid or discharge the imposition of any lien on the Premises or other property of the Lessee under Massachusetts General Laws, Chapter 21E or applicable federal law as the same may be amended from time to time, resulting from Lessee's failure to comply with the terms of this Section 28, and the Lessee shall indemnify and save harmless the Lessor from any and all losses, claims, liabilities and expenses, including without limitation attorneys' fees incurred or suffered by the Lessor by virtue of the provisions thereof as applied to the Premises.

(a) The Lessee shall not:

(i) generate (except with the prior written consent of the Lessor and in compliance with all laws, ordinances, and regulations pertaining thereto) any hazardous material or oil on the Premises, store (except with the prior written consent of Lessor and in compliance with all laws, ordinances, and regulations pertaining thereto), or dispose of any hazardous material or oil on the Premises; or

(ii) directly or indirectly transport or arrange for the transport of any hazardous material or oil (except with the prior written consent of the Lessor and in compliance with all laws, ordinances, and regulations pertaining thereto).

(b) The Lessee shall indemnify, defend, and hold the Lessor harmless from and against any claim brought or threatened against the Lessor by the Lessee, any guarantor or endorser of the obligation of the Lessee, or any governmental agency or authority or any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the failure by the Lessee to comply with the terms and provisions hereof. This indemnification shall survive any termination of this lease.

26. MISCELLANEOUS. (a) Waiver. It is understood and agreed that the granting of any consent by Lessor to Lessee to perform any act of Lessee requiring Lessor's consent under the terms of this Lease, or the failure on the part of the Lessor to object to any such action taken by Lessee without Lessor's consent, shall not be deemed a waiver by the Lessor of its rights to require such consent for any further similar act by Lessee. Lessee hereby expressly covenants and warrants that it shall not claim any waiver on the part of Lessor of the requirement to secure such consent with regard to matters requiring Lessor's consent.

(b) Captions and Section Numbers. The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

(c) Entire Agreement. This lease and any attachments hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, other than as herein set forth. No subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee until reduced to writing and signed by Lessor and Lessee.

(d) Lessee and Lessor Defined, Use of Pronoun. The words "Lessee" and "Lessor" shall mean each party mentioned as Lessee or Lessor herein, whether one or more, and their respective heirs, executors, administrators, successors, and assigns. If there is more than one party any notice required or permitted

may be given to any one thereof, and such notice to one shall be deemed notice to all. The use of the singular pronoun to refer to Lessee or Lessor shall be deemed proper regardless of the number of parties.

(e) Partial Invalidity. If any term, covenant or condition of this lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease or the application of such term, covenant, or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

(f) Applicable Law. This Lease shall be construed according to the laws of the Commonwealth of Massachusetts.

(g) Recording. A memorandum of this may be not recorded by Lessor or Lessee in the Registry of Deeds.

(h) Costs of Enforcement. In the event that Lessor shall bring an action to recover any sum due hereunder or for any breach hereunder and shall obtain a judgment in its favor, or in the event that Lessor shall retain an attorney for the purpose of collecting any sum due hereunder or construing or enforcing any of the terms or conditions hereof or protecting its interest in any bankruptcy, receivership, or insolvency proceeding or otherwise against the Lessee, the Lessor shall be entitled to recover all reasonable costs and expenses incurred, including reasonable attorneys' and legal assistants' fees prior to trial, at trial, and on appeal and for post-judgment proceedings.

(i) Successors. The provisions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

(j) Force Majeure. In any case where either party hereto is required to do any act (other than the Lessee's obligation to pay base rent or any Additional Rent) under this lease, the time for such performance shall be extended by the period of delay caused by fire or other casualty, labor, materials, or equipment, government regulations or other causes beyond the reasonable control of such party. In no event shall Lessee be excused from making any rent payments due hereunder as a result of a permitted delay.

(k) No Accord and Satisfaction. No acceptance by Lessor of a lesser sum than the base rent or additional rent then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Lessor may accept such check or payment on account and without prejudice to Lessor's right to recover the balance of such installment or pursue any other remedy provided in this lease.

(l) Waiver of Trial by Jury. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Lessor and Lessee or Lessee's use and occupancy of the Premises, and/or claim of injury or damage.

Executed this ____ day of October 2022.

LESSOR
FRANKFORT STREET PARTNERS, LLC

By:_____
Frank Marchione, Manager being duly authorized

LESSEE
CATAHOULA CANNABIS LLC

By:_____
Frank Marchione, Manager being duly authorized

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

November 14, 2022

TO WHOM IT MAY CONCERN:

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

CATAHOULA CANNABIS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 8, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **FRANK MARCHIONE, NICK MARCHIONE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **FRANK MARCHIONE, NICK MARCHIONE**



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

William Francis Galvin

Secretary of the Commonwealth

Processed By:BOD

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

mass.gov/dor

Letter ID: L2127430176
Notice Date: December 15, 2022
Case ID: 0-001-803-189

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

CATAHOULA CANNABIS LLC
160 HARTWELL ST BLDG 1
FALL RIVER MA 02721-2908

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

BUSINESS PLAN

Mission Statement and Message from the CEO

Catahoula Cannabis LLC ("Catahoula Cannabis") is an applicant for Marijuana Establishment Licenses in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high-quality cannabis to consumers who are 21 years of age or older.

License Types

Catahoula Cannabis is applying for a Marijuana Retailer license from the Massachusetts Cannabis Control Commission (the "Commission") to operate in the City of Fall River.

What Drives Us

Catahoula Cannabis's goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Catahoula Cannabis's operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

COMPANY DESCRIPTION

Structure

Catahoula Cannabis is a Massachusetts domestic limited liability company that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

Operations

Catahoula Cannabis will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of finished, stored marijuana; conduct a monthly inventory of finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Catahoula Cannabis will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Catahoula Cannabis will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Catahoula Cannabis 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 Commission. The deductible for each policy will be no higher than $5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Catahoula Cannabis will place in escrow at least $250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Catahoula Cannabis will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Catahoula Cannabis will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 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 stored, secured, 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 processing will be disposed of in compliance with all applicable state and federal requirements.

Catahoula Cannabis will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Catahoula Cannabis will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Catahoula Cannabis. If Catahoula Cannabis is unable to secure a surety bond, it will place in escrow a sum of no less than $5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Catahoula Cannabis has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Catahoula Cannabis and Catahoula Cannabis agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

Catahoula Cannabis will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Catahoula Cannabis's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Catahoula Cannabis's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Catahoula Cannabis will maintain a current list of individuals with access. Catahoula Cannabis will have security personnel on-site during business hours.

On-site consumption of marijuana by Catahoula Cannabis's employees and visitors will be prohibited.

Benefits to Host Communities

Catahoula Cannabis looks forward to working cooperatively with its host communities to ensure that Catahoula Cannabis operates as a responsible, contributing member of those host communities. Catahoula Cannabis has established a mutually beneficial relationship with its host communities in exchange for permitting Catahoula Cannabis to site and operate.

Catahoula Cannabis's host communities stand to benefit in various ways, including but not limited to the following:

1. Jobs: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Monetary Benefits: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. Access to Quality Product: Catahoula Cannabis will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over Catahoula Cannabis's security systems and processes.
5. Responsibility: Catahoula Cannabis is comprised of experienced professionals who will

be thoroughly background checked and scrutinized by the Commission.

6. Economic Development: Catahoula Cannabis's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

Catahoula Cannabis will only sell marijuana and marijuana products to customers ages 21 years and older that provide valid identification.

Competitive Advantage

Catahoula Cannabis possesses several strengths that separate Catahoula Cannabis from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

Regulations

Catahoula Cannabis is a Massachusetts domestic limited liability company. Catahoula Cannabis will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Catahoula Cannabis will apply for all state and local permits and approvals required to build out and operate the facility.

Catahoula Cannabis will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Products & Services

In addition to traditional sativa, indica, and hybrid cannabis flower, Catahoula Cannabis will offer a wide range of products that will allow Catahoula Cannabis to serve customers with a wide variety of needs. Products Catahoula Cannabis intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use C02 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

Pricing Structure

Catahoula Cannabis's pricing structure will vary based on market conditions. Catahoula Cannabis plans to provide products of superior quality and will price accordingly.

Marketing & Sales

Growth Strategy

Catahoula Cannabis's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of consummate professionals.

Catahoula Cannabis plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

Communication

Catahoula Cannabis will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Catahoula Cannabis will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Catahoula Cannabis will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Catahoula Cannabis will market its products and services to reach a wide range of qualified consumers.

Catahoula Cannabis will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and

5. Opt-in direct communications.

Catahoula Cannabis will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

Sales

Catahoula Cannabis will sell its products and services by engaging customers with knowledgeable personnel.

Catahoula Cannabis will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." Catahoula Cannabis will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

FINAL REMARKS

Catahoula Cannabis has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Catahoula Cannabis hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Catahoula Cannabis's security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts, adult-use sales eclipsed $3 billion in May 2022, less than four years after adult-use sales began in the Commonwealth. As more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Catahoula Cannabis has positioned itself well in this market and will contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Catahoula Cannabis looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

PLAN FOR OBTAINING LIABILITY INSURANCE

Catahoula Cannabis LLC ("Catahoula Cannabis") will contract with an insurance provider to maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate annually and product liability coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate annually. The policy deductible will be no higher than $5,000 per occurrence. Catahoula Cannabis will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Catahoula Cannabis will place in escrow at least $250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Catahoula Cannabis will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Catahoula Cannabis LLC ("Catahoula Cannabis") will securely maintain personnel records, including registration status and background check records. Catahoula Cannabis will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Catahoula Cannabis and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Catahoula Cannabis will undergo a detailed background investigation prior to being granted access to a Catahoula Cannabis facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Catahoula Cannabis pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Catahoula Cannabis will consider:

a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.

- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Catahoula Cannabis will:
    a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
    b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Catahoula Cannabis will consider the following factors:
        i. Time since the offense or incident;
        ii. Age of the subject at the time of the offense or incident;
        iii. Nature and specific circumstances of the offense or incident;
        iv. Sentence imposed and length, if any, of incarceration, if criminal;
        v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
        vi. Relationship of offense or incident to nature of work to be performed;
        vii. Number of offenses or incidents;
        viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
        ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
        x. Any other relevant information, including information submitted by the subject.
    c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Catahoula Cannabis or the Commission.

Personnel Policies and Training

As outlined in Catahoula Cannabis's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Catahoula Cannabis agents are required to complete training as detailed in Catahoula Cannabis's Qualifications and Training plan which includes but is not limited to Catahoula Cannabis's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Catahoula Cannabis will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Catahoula Cannabis operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Catahoula Cannabis LLC ("Catahoula Cannabis") will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Catahoula Cannabis agent will immediately inspect the person's proof of identification and determine the person's age, in accordance with 935 CMR 500.140(2).

In the event Catahoula Cannabis discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Catahoula Cannabis will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Catahoula Cannabis will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Catahoula Cannabis will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Catahoula Cannabis will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, "**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.**" Pursuant to 935 CMR 500.105(6)(b), Catahoula Cannabis packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are "neon" in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Catahoula Cannabis's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

ENERGY COMPLIANCE PLAN

Catahoula Cannabis LLC ("Catahoula Cannabis") is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Catahoula Cannabis will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Potential Energy-Use Reduction Opportunities

Catahoula Cannabis is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Catahoula Cannabis will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

Catahoula Cannabis is in the process of considering opportunities for renewable energy generation (including wind and solar options). Catahoula Cannabis's preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Catahoula Cannabis may reconsider at a future date. Catahoula Cannabis will also consult with its architects and engineers when designing the facility to determine the building's capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

Strategies to Reduce Electric Demand

Catahoula Cannabis is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Catahoula Cannabis will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

Catahoula Cannabis also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to

identify other potential energy saving programs and initiatives. Catahoula Cannabis will also coordinate with its utility companies to explore any energy efficiency options available to Catahoula Cannabis.

QUALIFICATIONS AND TRAINING

Catahoula Cannabis LLC ("Catahoula Cannabis") will ensure that all employees hired to work at a Catahoula Cannabis facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Catahoula Cannabis will maintain a list of anticipated positions and their qualifications.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Catahoula Cannabis will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Catahoula Cannabis discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Catahoula Cannabis will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Catahoula Cannabis's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. A Catahoula Cannabis Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program ("RVT") courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Catahoula Cannabis or by a third-party vendor engaged by the Catahoula Cannabis. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Catahoula Cannabis Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

Catahoula Cannabis Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
    - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
    - The amount of time to feel impairment;
    - Visible signs of impairment; and

    - Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
    - How to check identification;
    - Spotting and confiscating fraudulent identification;
    - Common mistakes made in identification verification.
    - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Catahoula Cannabis Agents which shall include:
    - Conduct of Catahoula Cannabis Agents;
    - Permitting inspections by state and local licensing and enforcement authorities;
    - Local and state licensing and enforcement, including registration and license sanctions;
    - Incident and notification requirements;
    - Administrative, civil, and criminal liability;
    - Health and safety standards, including waste disposal;
    - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
    - Permitted hours of sale;
    - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
    - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Catahoula Cannabis will encourage administrative employees who do not handle or sell marijuana to take the "Responsible Vendor" program on a voluntary basis to help ensure compliance. Catahoula Cannabis's records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each Catahoula Cannabis Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Catahoula Cannabis to maintain designation as a Responsible Vendor. Once the Catahoula Cannabis Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

MAINTAINING OF FINANCIAL RECORDS

Catahoula Cannabis LLC's ("Catahoula Cannabis") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
    - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
        - Assets and liabilities;
        - Monetary transactions;
        - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
        - Sales records including the quantity, form, and cost of marijuana products; and
        - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Catahoula Cannabis.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
    - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
    - Prohibiting the use of software or other methods to manipulate or alter sales data;
    - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
        - If Catahoula Cannabis determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
    - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
    - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales; and
    - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.

- License Renewal Records
  - Catahoula Cannabis shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

RECORDKEEPING PROCEDURES

General Overview

Catahoula Cannabis LLC ("Catahoula Cannabis") has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Catahoula Cannabis documents. Records will be stored at Catahoula Cannabis in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Catahoula Cannabis is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Catahoula Cannabis's quarter-end closing procedures. In addition, Catahoula Cannabis's operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records

  Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - Directors & Officers Policy
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - Commission Requirements:
    - Annual Agent Registration
    - Annual Marijuana Establishment Registration
  - Local Compliance:
    - Certificate of Occupancy
    - Special Permits
    - Variances
    - Site Plan Approvals
    - As-Built Drawings
  - Corporate Governance:
    - Annual Report
    - Secretary of Commonwealth Filings
- Business Records

  Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
  - Assets and liabilities;
  - Monetary transactions;

- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Catahoula Cannabis.

- Personnel Records

  At a minimum, Personnel Records will include:
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Catahoula Cannabis and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).

- Handling and Testing of Marijuana Records
  - Catahoula Cannabis will maintain the results of all testing for a minimum of one (1) year.

- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

- Seed-to-Sale Tracking Records
  - Catahoula Cannabis will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants;

marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer
  - Catahoula Cannabis will maintain records that is has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
  - Within ten (10) calendar days, Catahoula Cannabis will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
  - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Catahoula Cannabis for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Catahoula Cannabis's jurisdiction on request.
- Visitor Records
  - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, Catahoula Cannabis will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Catahoula Cannabis agents present during the disposal or other handling, with their signatures. Catahoula Cannabis will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
  - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
  - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Catahoula Cannabis is aware of pending criminal, civil or

administrative investigation or legal proceeding for which the recording may contain relevant information.

- Transportation Records
  - Catahoula Cannabis will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
  - Records that any and all of Catahoula Cannabis's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
  - Catahoula Cannabis shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
  - In the event Catahoula Cannabis closes, all records will be kept for at least two (2) years at Catahoula Cannabis's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Catahoula Cannabis will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

  Policies and Procedures related to Catahoula Cannabis's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
  - Security measures in compliance with 935 CMR 500.110;
  - Employee security policies, including personal safety and crime prevention techniques;
  - A description of Catahoula Cannabis's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
  - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);

- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
  - Engaged in unsafe practices with regard to Catahoula Cannabis operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Catahoula Cannabis, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Catahoula Cannabis's website.
- Policies and procedures for the handling of cash on Catahoula Cannabis premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

- <u>License Renewal Records</u>
  - Catahoula Cannabis shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's

anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

Catahoula Cannabis will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

QUALITY CONTROL AND TESTING

Quality Control

Catahoula Cannabis LLC ("Catahoula Cannabis") will comply with the following sanitary requirements:

1. Any Catahoula Cannabis agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Catahoula Cannabis agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
    a. Maintaining adequate personal cleanliness; and
    b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Catahoula Cannabis's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Catahoula Cannabis's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Catahoula Cannabis's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Catahoula Cannabis will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Catahoula Cannabis's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Catahoula Cannabis's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Catahoula Cannabis's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Catahoula Cannabis will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Catahoula Cannabis acknowledges and understands that the Commission may require Catahoula Cannabis to demonstrate the intended and actual use of any toxic items found on Catahoula Cannabis's premises;

11. Catahoula Cannabis will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Catahoula Cannabis's needs;
12. Catahoula Cannabis's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Catahoula Cannabis will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Catahoula Cannabis will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Catahoula Cannabis will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Catahoula Cannabis's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Catahoula Cannabis will ensure that Catahoula Cannabis's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Catahoula Cannabis will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Catahoula Cannabis to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

Catahoula Cannabis will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Catahoula Cannabis for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR

500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Catahoula Cannabis's 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 Medical Marijuana Products and Marijuana-infused Products*. Testing of Catahoula Cannabis's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Catahoula Cannabis's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of *the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Catahoula Cannabis acknowledges and understands that the Commission may require additional testing.

Catahoula Cannabis's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Catahoula Cannabis and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Catahoula Cannabis will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Catahoula Cannabis acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Catahoula

Cannabis's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Catahoula Cannabis for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal.*

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal.*

Catahoula Cannabis LLC

Diversity Plan

Overview

Catahoula Cannabis LLC is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. People of color,(particularly Black, African American, Hispanic, Latinx, and Indigenous people);
2. Women;
3. Veterans;
4. Persons with disabilities; and
5. LGBTQ+ individuals

To support such populations, Catahoula Cannabis has created the following Diversity Plan (the "Plan") and has identified and created goals/programs to promote equity in Catahoula's operations.

Statement of Purpose

Catahoula Cannabis is committed to hiring a diverse marijuana establishment team. Catahoula understands that diverse workforce is more likely to understand our customers' needs and come up with ideas to fulfill them. Diversity in the workplace will also increase employee morale and instill a desire to be more effective and work more efficiently. Catahoula wants to provide meaningful and career growth opportunities for those demographics in order to develop a well rounded, more inclusive team.

Goals

In order for Catahoula to promote equity for the above-listed groups in its operations, it has established the following goals:

1. Hire a percentage of individuals falling into the above listed demographics working at Catahoula and ensuring that agents are from the above listed populations. More specifically, the goal for employment composition will be:
    a. At least 25% of staff comprised of people of color;
    b. At least 30% of staff comprised of women;
    c. At least 20% of staff comprised of veterans;
    d. At least 10% of staff comprised of disabled individuals; and
    e. At least 15% of staff comprised of LGBTQ+*
2. Conduct 2 seminars annually through HSI workplace diversity, equity & inclusion training for employees. HSI's Diversity and Inclusion training will give Catahoula's employees the tools to understand their own biases and have more respect for their coworkers. The goal is to foster a respectful, inclusive, and equitable environment where everyone can thrive.

*The above goals and percentages were provided at the Commission's request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards. These percentages are intended to represent Catahoula's effort for hiring a diverse workforce; however, Catahoula is limited in its ability to confirm the ultimate percentages of these demographic in its workforce due to applicable employment and labor laws.

Catahoula Cannabis LLC

Diversity Plan

Programs

Catahoula Cannabis has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

Goal 1programs

- Hosting at least one (1) career fair annually in Fall River, with a focus on interviewing members of diverse populations;
- Advertising employment opportunities (as they become available, but not less than once annually) in diverse publications, job boards or other media (such as The Rainbow Time and diversityjobs.com).

Goal 2 program

- Hosting at least 2 diversity training seminars annually through HIS Diversity training ttps://hsi.com/solutions/employee-training-and-development/workplace-diversity-training

  HIS training will provide Catahoula employees the tools to understand their own biases and have more respect for their coworkers. The goal is to foster a respectful, inclusive, and equitable environment where everyone can thrive.

Measurements

The General Manager will administer the Plan and will be responsible for developing measurable outcomes, in accordance with Catahoula's goals and programs described above, include:

Goal 1 measurement

- Documenting the hosting at least one (1) career fair annually in Fall River to recruit qualified people of color, women, veterans, people with disabilities, and individuals who identify as LGBTQ+.
- Conducting employment composition reviews to determine what percentage of employees identify as being from the above listed groups, and to determine if Catahoula's employee composition consists of at least 25% of staff comprised of people of color; at least 30% of staff comprised of women; at least 20% of staff comprised of veterans; at least 10% of staff comprised of disabled individuals; and at least 15% of staff comprised of LGBTQ+*

*The above goals and percentages were provided at the Commission's request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards. These percentages are intended to represent Catahoula's effort for hiring a diverse workforce; however, Catahoula is limited in its ability to confirm the ultimate percentages of these demographic in its workforce due to applicable employment and labor laws.

Catahoula Cannabis LLC

Diversity Plan

- Recording the number of job postings, as they become available, but no less than once annually, advertised in diverse publications, job boards, or other media (such as The Rainbow Times and diversityjobs.com.

Goal 2 measurement

- Document the number of diversity and inclusion training seminars semi-annually including dates(s), subject matter and number of attendees.

Beginning upon receipt of Catahoula's Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Catahoula will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the annual renewal of the license. The General Manager will review and evaluate Catahoula's measurable outcomes no less than twice annually to ensure that Catahoula Cannabis is meeting its commitments. Catahoula is mindful that demonstration of the Plan's progress and success will be submitted to the Commission, upon renewal.

In the event Catahoula Cannabis is not meeting its commitments, it will conduct a company-wide survey soliciting feedback on programs and metrics and how it can be more successful in its commitments and in promoting equity, generally.

Acknowledgements

- Catahoula Cannabis acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively;
- 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.

*The above goals and percentages were provided at the Commission's request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards. These percentages are intended to represent Catahoula's effort for hiring a diverse workforce; however, Catahoula is limited in its ability to confirm the ultimate percentages of these demographic in its workforce due to applicable employment and labor laws.