



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283511
Original Issued Date: 07/26/2021
Issued Date: 07/26/2021
Expiration Date: 07/26/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Charles River Remedies LLC

Phone Number: 617-431-0021
Email Address: lysamura@gmail.com

Business Address 1: 31 Church Street
Business City: Cambridge
Business State: MA
Business Zip Code: 02138
Business Address 2:
Mailing Address 1: 907 Massachusetts Avenue
Mailing City: Cambridge
Mailing State: MA
Mailing Zip Code: 02139
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes
Priority Applicant Type: Economic Empowerment Priority
Economic Empowerment Applicant Certification Number: EE202148
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: 51
Percentage Of Control: 51

Role: Owner / Partner Other Role:

First Name: Leah Last Name: Samura Suffix:

Gender: Female User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49 Percentage Of Control: 49

Role: Owner / Partner Other Role:

First Name: Sean Last Name: Hope Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control:

Role: Board Member Other Role:

First Name: Binoj Last Name: Pradhan Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 Percentage of Ownership: 100

Entity Legal Name: Charles River Remedies LLC Entity DBA: Yamba Boutique DBA City: Cambridge

Entity Description: Charles River Remedies is a Limited liability company

Foreign Subsidiary Narrative:

Entity Phone: 617-431-0021 Entity Email: lysamura@gmail.com Entity Website:

Entity Address 1: 31 Church Street Entity Address 2:

Entity City: Cambridge Entity State: MA Entity Zip Code: 02138

Entity Mailing Address 1: 907 Massachusetts Avenue Entity Mailing Address 2:

Entity Mailing City: Cambridge Entity Mailing State: MA Entity Mailing Zip Code: 02139

Relationship Description: The entity will have all authority over establishment, and will contribute capital resources.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Binoj Last Name: Pradhan Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Binoj Pradhan will assist company with services and finances, and therefore will have some financial interest in Charles River Remedies LLC. He will serve on advisory board to Charles River Remedies LLC.

Close Associates or Member 2

First Name: Scott

Last Name: Zink

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Scott Zink will assist company with services and finances, and therefore will have some financial interest in Charles River Remedies LLC. He will serve on advisory board to Charles River Remedies LLC.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Charles River Remedies LLC

Entity DBA: Yamba Boutique

Email: lysamura@gmail.com

Phone: 617-431-0021

Address 1: 111 Wellington Hill Street

Address 2:

City: Mattapan

State: MA

Zip Code: 02126

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$100000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 31 Church Street

Establishment Address 2:

Establishment City: Cambridge

Establishment Zip Code: 02138

Approximate square footage of the establishment: 1336

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	Attachment A.pdf	pdf	6082f9c609011007a03ce27d	04/23/2021
Community Outreach Meeting Documentation	Attachement B.pdf	pdf	6082f9d06f8420077bfc4858	04/23/2021
Plan to Remain Compliant with Local Zoning	Attachment C .pdf	pdf	6082f9dc85675207abc773cf	04/23/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	CRR_Positive Impact Plan_RFI.pdf	pdf	607ef8cca6d53445a21e58d9	04/20/2021

ADDITIONAL INFORMATION NOTIFICATION

Date generated: 09/24/2021

Page: 3 of 6

Notification:**INDIVIDUAL BACKGROUND INFORMATION****Individual Background Information 1**

Role: Owner / Partner **Other Role:**

First Name: Sean **Last Name:** Hope **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Board Member **Other Role:** Close Associate

First Name: Binoj **Last Name:** Pradhan **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Board Member **Other Role:** Close Associate

First Name: Scott **Last Name:** Zink **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Owner / Partner **Other Role:**

First Name: Leah **Last Name:** Samura **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION**Entity Background Check Information 1**

Role: Parent Company **Other Role:**

Entity Legal Name: Charles River Remedies LLC **Entity DBA:** Yamba Boutique

Entity Description: Charles River Remedies LLC is limited liability company.

Phone: 617-431-0021 **Email:** lysamura@gmail.com

Primary Business Address 1: 907 Massachusetts Avenue **Primary Business Address 2:**

Primary Business City: Cambridge **Primary Business State:** MA **Principal Business Zip Code:** 02139

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION**Required Business Documentation:**

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	COGS DOR.pdf	pdf	6055229059735d07bd821f8b	03/19/2021
Secretary of Commonwealth - Certificate of Good Standing	COGS Sec. Of State.pdf	pdf	60552292021c1507b3981543	03/19/2021
Department of Revenue - Certificate of Good standing	DUA Statement.pdf	pdf	605527ae4c3a6c079db3d842	03/19/2021

Articles of Organization	31 church st. Certificate of organization .pdf	pdf	6055283615bf0e07a4ba5da2	03/19/2021
Bylaws	SIGNED OPERATING AGREEMENT Charles River Remedies (fully executed).pdf	pdf	605a1f8515bf0e07a4ba6685	03/23/2021
Secretary of Commonwealth - Certificate of Good Standing	COGS DOR-Charles River Remedies LLC.pdf	pdf	607ef5aea6d53445a21e58d0	04/20/2021

No documents uploaded

Massachusetts Business Identification Number: 001380770

Doing-Business-As Name: Yamba Boutique

DBA Registration City: Cambridge

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	LIABILITY INSURANCE PLAN.pdf	pdf	60552c1c3e0ae507c93106f4	03/19/2021
Business Plan	Business Plan .pdf	pdf	60552c1e89d65207913a9b8d	03/19/2021
Proposed Timeline	PROPOSED TIMELINE (RFI)-2.pdf	pdf	607ef5e503415644ba108382	04/20/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	PLAN FOR OBTAINING MARIJUANA OR MARIJUANA PRODUCTS.pdf	pdf	60552f72d13a03079c5f6f9e	03/19/2021
Prevention of diversion	PREVENTION OF DIVERSION.pdf	pdf	60552faf4967a0078ae9673f	03/19/2021
Transportation of marijuana	TRANSPORTATION OF CANNABIS .pdf	pdf	605530601c41b407a76731d6	03/19/2021
Quality control and testing	QUALITY CONTROL AND TESTING PROCEDURES.pdf	pdf	6055308f15bf0e07a4ba5dac	03/19/2021
Maintaining of financial records	MAINTENANCE OF FINANCIAL RECORDS.pdf	pdf	605531d6021c1507b398154f	03/19/2021
Record Keeping procedures	RECORD KEEPING.pdf	pdf	605531d8d13a03079c5f6fa3	03/19/2021
Personnel policies including background checks	PERSONNEL POLICIES.pdf	pdf	605531da1c41b407a76731da	03/19/2021
Diversity plan	DIVERSITY PLAN.pdf	pdf	6055338a59735d07bd821f99	03/19/2021
Security plan	SECURITY PLAN.pdf	pdf	605a16213e0ae507c9310f8f	03/23/2021
Qualifications and training	QUALIFICATIONS AND INTENDED TRAINING .docx.pdf	pdf	605a1954c94e7f078373278f	03/23/2021
Inventory procedures	INVENTORY PROCEDURES.pdf	pdf	605a1b5d4967a0078ae96fa4	03/23/2021
Dispensing procedures	DISPENSING PROCEDURES.pdf	pdf	605a1e8ed13a03079c5f78f1	03/23/2021
Storage of marijuana	STORAGE OF CANNABIS (RFI).pdf	pdf	607ef66ca6d53445a21e58d4	04/20/2021
Energy Compliance Plan	ENERGY COMPLIANCE PLAN (RFI).pdf	pdf	607ef6a43a37ef458c087799	04/20/2021
Restricting Access to age 21 and older	RESTRICTING ACCESS TO INDIVIDUALS 21 OR OLDER (RFI).pdf	pdf	607ef6b48bb25444af301f06	04/20/2021

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: 10:00 AM	Monday To: 11:00 PM
Tuesday From: 10:00 AM	Tuesday To: 11:00 PM
Wednesday From: 10:00 AM	Wednesday To: 11:00 PM
Thursday From: 10:00 AM	Thursday To: 11:00 PM
Friday From: 10:00 AM	Friday To: 11:00 PM
Saturday From: 10:00 AM	Saturday To: 11:00 PM
Sunday From: 10:00 AM	Sunday To: 11:00 PM



Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Charles River Remedies LLC

2. Name of applicant's authorized representative:

Leah Samura

3. Signature of applicant's authorized representative:

Leah Samura

Digitally signed by Leah Samura
Date: 2021.03.16 15:35:58 -0400

4. Name of municipality:

City of Cambridge

5. Name of municipality's contracting authority or authorized representative:

Louis A. DePasquale, City Manager

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



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).*):

citymanager@cambridgema.gov

8. Host community agreement execution date:

3/16/21

Attachment B



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): 11.23.2020
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: 11.05.2020
- b. Name of publication: Cambridge Chronicle

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

- a. Date notice filed: 11.09.2020

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: 11.16.2020

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:

Charles River Remedies LLC

Name of applicant's authorized representative:

Sean D. Hope

Signature of applicant's authorized representative:

A black rectangular box redacting the signature of the authorized representative.

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CHARLES RIVER REMEDIES LLC
31 CHURCH STREET, CAMBRIDGE, MASSACHUSETTS**

Notice is hereby given that Charles River Remedies LLC of 31 Church Street Cambridge, Massachusetts will conduct a Community Outreach Meeting on the following matter on **Monday November 23, 2020 at 1000 Massachusetts Avenue Cambridge, MA from 5pm-6pm**. Charles River Remedies LLC intends to apply for a Marijuana Retailer license, at 31 Church Street Cambridge Massachusetts (the "Premises") pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach hearing will include, but not be limited to:

1. The type(s) of Adult-use Marijuana Establishment to be located at the Premises;
2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of Charles River Remedies LLC

A copy of this notice was sent to the Cambridge Planning Board, the Cambridge Public Health Department and is on file with the Cambridge City Clerk, at City Hall, located at 795 Massachusetts Avenue, Cambridge, MA 02139. A copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.

Sincerely

Leah Samura

Charles River Remedies LLC

2020 NOV -9 AM 9:21
OFFICE OF THE CITY CLERK
CAMBRIDGE, MASSACHUSETTS

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CHARLES RIVER REMEDIES LLC
31 CHURCH STREET, CAMBRIDGE, MASSACHUSETTS**

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2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
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Sincerely

Leah Samura

Charles River Remedies LLC

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

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

Cambridge, MA 02139

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee to postage)
☐ Return Receipt (hardcopy) \$2.85
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To
Genae Development
Street and Apt. No. or PO Box No.
32 Prospect St.
Cambridge, MA 02138
City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9004 See Reverse for Instructions



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

Cambridge, MA 02139

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Extra Services & Fees (check box, add fee to postage)
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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To
1324 Ice Cream
Street and Apt. No. or PO Box No.
32 Church Street
Cambridge, MA 02138
City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9004 See Reverse for Instructions



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

Cambridge, MA 02138

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee to postage)
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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To
Border Cafe
Street and Apt. No. or PO Box No.
32 Church St.
Cambridge, MA 02138
City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9004 See Reverse for Instructions



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Cambridge, MA 02138
City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9004 See Reverse for Instructions



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CAMBRIDGE MA 02138 AL USE

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$1.00
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To Photo

Street and Apt. No., or PO Box No.

26 Church St.

City, State, ZIP+4®

Cambridge, MA 02138

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com.

Cambridge, MA 02139

Certified Mail Fee \$3.55

Extra Services & Fees (check box, and fee if applicable)
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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent to [redacted]

Original and/or No. or PO Box No. 795 Main Ave

City, State, ZIP+4® Cambridge, MA 02139

PS Form 3800, April 2015 PSN 7530-02-000-9001

See Reverse for Instructions

NOV 16 2020
02139
CAMBRIDGE, MA

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com.

Cambridge, MA 02139

Certified Mail Fee \$3.55

Extra Services & Fees (check box, and fee if applicable)
☒ Return Receipt (hardcopy) \$2.80
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent to [redacted]

Original and/or No. or PO Box No. 344 Broadway Ave

City, State, ZIP+4® Cambridge, MA 02139

PS Form 3800, April 2015 PSN 7530-02-000-9001

See Reverse for Instructions

NOV 16 2020
02139
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Cambridge, MA 02139

Certified Mail Fee \$3.55

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$5.95

Sent to [redacted]

Original and/or No. or PO Box No. 795 Main Ave

City, State, ZIP+4® Cambridge, MA 02139

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NOV 16 2020
02139
CAMBRIDGE, MA

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Cambridge, MA 02139

Certified Mail Fee \$3.55

Extra Services & Fees (check box, and fee if applicable)
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Postage \$0.55

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Sent to [redacted]

Original and/or No. or PO Box No. 344 Broadway Ave

City, State, ZIP+4® Cambridge, MA 02139

See Reverse for Instructions

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02139
CAMBRIDGE, MA

Attachment C.

Charles River Remedies plans to continue to work with officials from the City of Cambridge to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and Charles River Remedies will be responsible for ongoing compliance with local and state rules and regulations.

Signed

A handwritten signature in black ink, appearing to be 'LS' or 'Leah Samura', written over a horizontal line.

Leah Samura, CEO

Date

4/22/2021



CITY OF CAMBRIDGE
Community Development Department

IRAM FAROOQ
Assistant City Manager for
Community Development

SANDRA CLARKE
Deputy Director
Chief of Administration

KHALIL MOGASSABI
Deputy Director
Chief of Planning

To: Planning Board

From: CDD Staff

Date: September 10, 2019

Re: Special Permit PB #352, Charles River Remedies LLC Cannabis Retail
Store at 31 Church Street

This memo contains an overview of the proposed project at 31 Church Street, the special permits being requested, and related comments.

Summary of Proposal

Charles River Remedies LLC is proposing to repurpose the first floor of the existing building that is mostly located on parcel 31 Church Street to operate a retail cannabis store. The proposal includes renovation of 1,366 square feet of the existing building's first floor to include sales space, storage, and office for the retail cannabis store.

The site is within the Harvard Square Overlay District, requiring review by the Harvard Square Advisory Committee, whose report is attached to this memo. The building is not a contributing structure in the Harvard Square National Register District. Since the site is located in Old Cambridge Historic District, the exterior alterations fall under the purview of the Cambridge Historical Commission (CHC). CHC staff has reviewed the project and has communicated some comments to CDD staff, which are included below.

Requested Special Permits

The project is located in the Business A (BA) District and requires a Special Permit to allow a cannabis retail store per Section 11.800. Applicable sections of the zoning are provided in an appendix.

Last year, the City Council amended Section 11.800 to include provisions for non-medical or "adult use" cannabis establishments in addition to medical cannabis establishments. The Council is currently considering a "Cannabis Business Permitting Ordinance" which, if adopted, could apply to this use.

Requested Special Permits	Summarized Findings (detailed zoning text on following pages)
Cannabis Retail Store (Sections 11.800)	<p>Complies with Zoning Requirements:</p> <ul style="list-style-type: none"> • Located in a BA, BA-2, BA-3, BB, BB-1, BB-2, BC, IA-1, IB, IB-1, or IB-2 district, or a BA-1 district only if it is designated by the Cannabis Control Commission as an Economic Empowerment Applicant or as qualifying for its Social Equity Program. • Located in a permanent building. • Not within 1,800 feet of another Cannabis Retail Store, unless it is designated by the Cannabis Control Commission as an Economic Empowerment Applicant or as qualifying for its Social Equity Program. • Not within 300 feet of an existing public or private K-12 school or within 300 feet of a public children's playground, public youth athletic field, or public youth recreation facility, otherwise the Planning Board finds that it is sufficiently buffered such that users of such facilities will not be adversely impacted by its operation. • No packaging or re-packaging of cannabis products will occur on-site. <p>Meets Special Permit Criteria:</p> <ul style="list-style-type: none"> • Site design provides convenient, safe and secure access and egress for clients and employees arriving to and leaving from the site using all modes of transportation, including drivers, pedestrians, bicyclists and public transportation users. • Location and design of cannabis use will not detract from the sense of activity with opaque, unwelcoming façade at ground floor in retail areas. • Loading, refuse and service areas are designed to be secure and shielded from abutting uses. • Building and site are designed to be compatible with other buildings in the area and to mitigate any negative aesthetic impacts that might result from required security measures and restrictions on visibility into the building's interior. • The facility will provide programs to assist qualifying patients in obtaining services under Massachusetts Medical Use of Marijuana Program.
General Special Permit Criteria (Section 10.43)	Special permits will be normally granted if the zoning requirements are met, unless it is found not to be in the public interest due to one of the criteria enumerated in Section 10.43 (see appendix).

Area Planning and Zoning

The base zoning for the site is Business A (BA) and it is in the Harvard Square Overlay District. The district allows a broad range of residential and commercial uses, including retail.

Cannabis Retail Stores

Cannabis retail stores are generally allowed in districts where other retail uses are allowed. The pertinent planning and zoning considerations for cannabis retail stores are their location relative to other cannabis retail stores and relative to schools and youth-oriented public facilities, their operational characteristics in terms of transportation for customers, employees, and products, and their façade design in relation to the character of other retail storefronts in the area. The zoning provides greater flexibility for applicants with an "Economic Empowerment" or "Social Equity" designation from the state Cannabis Control Commission to promote greater participation in the cannabis industry from communities that have been disproportionately affected by past drug enforcement policies. Cannabis retail stores are subject to the same dimensional, parking, and signage requirements as comparable retail uses within a given zoning district.

In addition to meeting the zoning requirements and special permit criteria summarized on the preceding page, cannabis retail stores must be properly licensed by the state Cannabis Control Commission. A host community agreement is required under state regulations for both medical and non-medical cannabis establishments. Special permits are unique to a particular cannabis retail store (i.e., not transferrable to a different operator).

Harvard Square

The Harvard Square Overlay District (HSOD) was created in 1986, following a planning study that established development goals and guidelines for the area. The HSOD is identified as an "Area of Special Planning Concern," where development is subject to additional scrutiny. In the case of Harvard Square, a standing community advisory committee conducts non-binding review of projects subject to development consultation procedures, and makes comments to the Planning Board or Board of Zoning Appeal on cases requiring special permits or variances.

In 2000, another study of Harvard Square resulted in some zoning changes, a set of development guidelines, and the establishment of a historic Neighborhood Conservation District (NCD), requiring new buildings or alterations to existing buildings to undergo review by the Cambridge Historical Commission (CHC). A study of the Harvard Square Development Guidelines, led by the CHC, is underway.

The Harvard Square Overlay District provides special design standards and greater scrutiny for development projects to advance the planning goals for the area. The specific design guidelines for Harvard Square are included in the appendix, and include encouraging strong retail frontage, providing visual interest and pedestrian orientation in storefront design, and taking advantage of existing public transportation.

So far, one medical retail cannabis dispensary (i.e. Registered Marijuana Dispensary or "RMD") has received a special permit in Harvard Square, at 98 Winthrop Street. The dispensary is currently non-

operational due to change of ownership. Additional cannabis retail stores would only be allowed in the vicinity if they are Economic Empowerment or Social Equity applicants.

Comments on Proposal

Consistency with Planning and Zoning

This is the third special permit application for a cannabis retail store made after the City Council adopted amendments to cannabis zoning last year that address both medical and non-medical cannabis establishments within the city.

The proposal is to renovate the entire first floor of the existing building, which is currently non-conforming with regard to dimensional requirements and contains 1,100 square feet of retail area. No dimensional changes are proposed. The proposed establishment will be a cannabis retail store with its main entrance and handicap access on Church Street. The store will be operational between 9 am and 10 pm all days of the week. The application does not indicate the location from which the products will be supplied. The application mentions that the applicant Charles River Remedies LLC is an Economic Empowerment Applicant with license number EE202142. The attached report from the Cannabis Control Commission, identifies Leah Samura as E202142. The application mentions her as the director with 51% of business control. The summary form included in the Logistics Plan mentions that the maximum capacity of the sales area is 14 and the maximum capacity of the waiting area is 8.

Location

The site is within the BA district, where cannabis retail stores are allowed under current zoning by special permit from the Planning Board. This site is within 1,800 feet from the permitted medical cannabis dispensary at 98 Winthrop Street (the Locus Map in the application materials also indicates that the permitted dispensary at 1001 Massachusetts Avenue is within 1,800 feet, but that map appears to be at an incorrect scale). However, since the applicant is an Economic Empowerment Applicant, the 1,800-foot separation requirement does not apply. The project narrative does not indicate whether the site is within 300 feet of an existing public or private K-12 school or within 300 feet of a public children's playground, public youth athletic field, or public youth recreation facility.

Transportation, Loading and Service

The application includes a transportation logistics plan by Vanasse & Associates, Inc. The Traffic, Parking and Transportation (TP&T) Department is reviewing the analysis. The key considerations for the Planning Board will be whether or not the proposed cannabis retail store might have substantially different transportation impacts than a comparably-sized retail establishment.

Under the current zoning, an establishment of this size would be required to have at least one, but no more than two, off-street parking spaces and one short-term bicycle parking space. However, as this is a change of use in an existing building, parking requirements are waived by the provisions of the Harvard Square Overlay District, and no new bicycle parking is required because the change in use does not cause an increase in the required number of spaces. The project does not propose any off-street parking spaces or bicycle parking spaces. Loading is proposed to utilize the existing loading zone area on Church Street.

Urban Design

There appears to be no façade alterations proposed, so the historic fabric of the existing building remains intact. While the intention to creatively screen the interior is stated in the Applicant's narrative, the specifics of the proposed storefront window display are not shown. It would be helpful if a street-level perspective rendering and a proposed front elevation were provided. In addition, further details regarding the proposed art display, and how it will achieve a visually engaging frontage and be managed/curated over time are needed.

It is unclear how queuing inside the facility will function. An office is shown in a highly unlikely location for being able to accommodate overflow patrons. In addition, since the narrative logistic description is not specific to this project, there is no description of where the overflow patrons will be directed to for outdoor queuing.

Historical

The building at 31 Church Street is a former police station built in 1864 that was converted to a workshop in 1882 and then into a retail store in 1949. It is located in the Old Cambridge Historic District, so exterior alterations are subject to CHC jurisdiction. In the proposal as shown, almost all alterations will take place on the interior, which is not subject to CHC jurisdiction. CHC staff have not yet reviewed an exterior sign package, but are not concerned with graphics as long as existing signs remain. After receiving an application for a Certificate of Appropriateness, CHC will determine the level of review required.

Continuing Review

The following is a summary of issues that staff recommends should be further studied by the Applicant:

- Confirm the total customer capacity of the facility. Provide clarification whether customers are admitted only with scheduled appointments for the first 6 months of operation.
- Provide additional information on how customers with disabilities will be subject to ID checking with the proposed separate door access.
- Provide accurate information regarding crowd and customer management logistics as the application materials mentions Pearl Street & Central Square while the project is located on Church Street in Harvard Square.
- Provide a proposed front elevation and a street-level perspective rendering.

The following are additional recommendations for ongoing design review by staff if the Board decides to grant the special permit:

- Review of the design and details of the window display, including lighting.
- Review of any proposed mechanical equipment on the rooftop, façade or exterior of the building.
- Review of exterior signage, lighting, and other security features that may be required by state regulations. Any proposed outdoor lighting should be designed to conform to the guidelines recommended in the proposed Cambridge Outdoor Lighting Ordinance.

Harvard Square Advisory Committee

c/o Cambridge Community Development Department

344 Broadway

Cambridge, MA 02139

617/349-4647

Case: 31 Church Street

Applicant: Charles River Remedies LLC

Proposal and Zoning Issues: Planning Board special permit application for a Retail Dispensary pursuant to Section 11.800 as a Minority Business.

Harvard Square Advisory Committee: May 6, 2019

Summary: Sean Hope, Cia Samura and Leah Samura presented the elevations, floor plans and business operation plan for a retail marijuana establishment, outlining their classification as Economic Empowerment Applicants with priority State licensing.

The existing sign band will be used, new business name is to be determined and a projecting sign will be installed. The Church Street windows will be screened so no product is visible as required by the State regulations. The hours of operation will be from 10 am to 10 pm 6 or 7 days a week. Sunday hours are being considered. A reservation beeper system will control and prevent potential customers from lining up along the street. Pre-ordering will be available. Live-monitoring security will be in place to prevent diversion of product and provide accountability. Overall capacity of the space is 42, of which 8 will be staff.

HSAC comments: The committee discussed and reviewed the deliveries and loading zone. A great deal of discussion centered on possible window treatments that would provide activity along the sidewalk while meeting the state prohibition of showing the product. Overall, the committee supports an active display that focuses on community activism that is dynamic and has an engaging public appeal.

A motion was made and seconded to support the application for the special permit for retail sales of marijuana with suggested conditions; to be open as many hours as possible, to emphasize the accessibility, and to provide an active store front. The committee is greatly interested in seeing the ongoing idea development for the store front. All members in attendance voted in support.

Committee Members in Attendance: Kari Kuelzer, Alexandra Offiong, Frank Kramer, John DiGiovanni, Matt Simitis, Lauren Curry and Gladys Gifford.

Respectfully submitted for the Committee,



Liza Paden, Community Development Department

Applicant Name		Type of Project or Activity		Local Municipality or Province		Business Activity/Service		Time and Duration of Project		Type of Investment		Sector/Industry		Status of Project		Date of Approval	
1	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
2	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
3	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
4	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
5	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
6	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
7	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
8	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
9	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
10	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
11	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
12	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
13	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
14	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
15	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
16	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01
17	ECOMPT	Trade	General	DA	DA	Trade	General	12 months	12 months	Trade	General	Trade	General	Approved	Approved	2019/03/01	2019/03/01

Yamba Boutique- Charles River Remedies LLC Positive Impact Plan

This Positive Impact Plan is designed to impact individuals that are represented within the following groups.

- Commission-designated Certified Economic Empowerment Priority recipients;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- Past or present residents of communities designated by the Cannabis Control Commission as disproportionately impacted from the neighborhoods of Boston and specifically the following CCC Designated Boston ADI Census Tracts

Census Tract 8.03, Suffolk County, Massachusetts 803
Census Tract 101.03, Suffolk County, Massachusetts 10103
Census Tract 101.04, Suffolk County, Massachusetts 10104
Census Tract 103, Suffolk County, Massachusetts 10300
Census Tract 104.04, Suffolk County, Massachusetts 10404
Census Tract 104.05, Suffolk County, Massachusetts 10405
Census Tract 607, Suffolk County, Massachusetts 60700
Census Tract 610, Suffolk County, Massachusetts 61000
Census Tract 611.01, Suffolk County, Massachusetts 61101
Census Tract 702, Suffolk County, Massachusetts 70200
Census Tract 712.01, Suffolk County, Massachusetts 71201
Census Tract 803, Suffolk County, Massachusetts 80300
Census Tract 611.01, Suffolk County, Massachusetts 61101
Census Tract 804.01, Suffolk County, Massachusetts 80401
Census Tract 805, Suffolk County, Massachusetts 80500
Census Tract 806.01, Suffolk County, Massachusetts 80601
Census Tract 808.01, Suffolk County, Massachusetts 80801
Census Tract 815, Suffolk County, Massachusetts 81500
Census Tract 817, Suffolk County, Massachusetts 81700
Census Tract 818, Suffolk County, Massachusetts 81800
Census Tract 819, Suffolk County, Massachusetts 81900
Census Tract 820, Suffolk County, Massachusetts 82000
Census Tract 821, Suffolk County, Massachusetts 82100
Census Tract 901, Suffolk County, Massachusetts 90100
Census Tract 902, Suffolk County, Massachusetts 90200
Census Tract 903, Suffolk County, Massachusetts 90300

Charles River Remedies LLC acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Census Tract 904, Suffolk County, Massachusetts 90400
Census Tract 906, Suffolk County, Massachusetts 90600
Census Tract 912, Suffolk County, Massachusetts 91200
Census Tract 914, Suffolk County, Massachusetts 91400
Census Tract 917, Suffolk County, Massachusetts 91700
Census Tract 918, Suffolk County, Massachusetts 91800
Census Tract 919, Suffolk County, Massachusetts 91900
Census Tract 920, Suffolk County, Massachusetts 92000
Census Tract 923, Suffolk County, Massachusetts 92300
Census Tract 924, Suffolk County, Massachusetts 92400
Census Tract 1001, Suffolk County, Massachusetts 100100

GOALS (desired positive impact outcomes)

1. Reduce barriers to entry in the commercial adult-use cannabis industry for 10-20 individuals from the following groups, within 12 months of provisional licensing.

- Past or present residents of communities designated by the Cannabis Control Commission as disproportionately impacted from the neighborhoods of Boston.
 - Commission-designated Certified Economic Empowerment Priority recipients;
 - Commission-designated Social Equity Program participants;
 - Massachusetts residents who have past drug convictions; and
 - Massachusetts residents with parents or spouses who have drug convictions.
- Through mentorship and funding programs, hiring plans, and direct peer support.**

2. Create and support a program to provide technical and funding assistance to one or more from following groups, within 12 months of provisional licensing.

- Commission-designated Certified Economic Empowerment Priority recipients;
- Commission-designated Social Equity Program participants;
- Entrepreneurs that are past or present residents of communities designated by the Cannabis Control Commission as disproportionately impacted from the neighborhoods of Boston Roxbury, Dorchester, Mattapan, Jamaica Plain and Hyde Park.

3. Increase Quality Peer Support to two or more from following groups within 12 months of provisional licensing.

Charles River Remedies LLC acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

- Commission-designated Certified Economic Empowerment Priority recipients; through monthly mentorship and annual funding
- Commission-designated Social Equity Program participants; through monthly mentorship and annual funding

PROGRAMS (details, activities, and processes to achieve goals)

1. Technical and Funding Assistance Program (for one or more Economic Empowerment and Social Equity applicants, EEs and SEs within 12 months of provisional licensing). Barriers to entry for cannabis industry are often funding. Charles River Remedies will identify one or more Economic Empowerment or Social Equity applicants that need funding assistance, by questionnaires, distributed through websites online print or other media. This program will reduce barriers for equity businesses in The Commonwealth, by assisting them with early-stage funds for their business. (\$5000 per participant) This will positively impact one or more individuals from disproportionately harmed neighborhoods with needed funds for their business.

2. Private Peer Support Group and Mentorship (for one or more Economic Empowerment and/or Social Equity applicants, within 12 months of provisional licensing)- Barriers to entry for cannabis industry are industry specific issues often addressed by a costly consultant. CEO will schedule monthly business oriented informational and networking meetings, and maintain an open line of communication (CEO email and phone number for texting) with one or more participant/s . This will reduce barriers for equity businesses in The Commonwealth, by assisting verified equity business with strategy, planning, networking, and navigating cannabis licensing and other issues. This will positively impact one or more individuals from disproportionately harmed neighborhoods with valuable business mentorship and support verified cannabis equity businesses in the Commonwealth.

3. Prioritized Hiring Plan for the following groups.

Charles River Remedies will advertise quarterly in local newspaper, Boston Globe or Boston Herald, stating that the Yamba Boutique establishment is specifically looking to employ members of the following groups. (Yamba Boutique plans to employ 51% of establishment employees from the following groups)

Charles River Remedies LLC acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

- Past or present residents of communities designated by the Cannabis Control Commission as disproportionately impacted specifically the neighborhoods of Boston Roxbury, Dorchester, Mattapan, Jamaica Plain and Hyde Park.
- Commission-designated Certified Economic Empowerment Priority recipients;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.

This will reduce barriers for equity businesses in The Commonwealth, by assisting individuals from above groups to benefit from industry, and obtain jobs in the cannabis industry. This will positively impact ten or more individuals from disproportionately harmed neighborhoods with valuable access to the emerging cannabis industry and the benefits of quality employment. Will count the number of above groups that are hired annually.

MEASUREMENTS (metrics to access progress and success)

- Technical and Funding Assistance Program
- Total number and type of participants,
- Amount of dollars going to EE/SE applicants and licensees through grants, loans, amount of hours and dollars accrued in support of
- Record of shared and accessed business assets, number of permits, number of HCAs, and specific progress during time in program- (effectively removing what would be consultant fees for participants)
- Demonstrate metrics and evaluate program success with participant assessment and surveys.

Charles River Remedies acknowledges that progress of positive impact plan must be documented upon renewal (one year from provisional licensure and each year thereafter).

Charles River Remedies LLC acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



Commonwealth of Massachusetts
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L1241836608
Notice Date: March 20, 2020
Case ID: 0-000-941-071



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CHARLES RIVER REMEDIES LLC
907 MASS AVE STE 300
CAMBRIDGE MA 02139-3000

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, CHARLES RIVER REMEDIES 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?

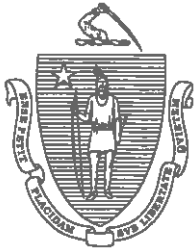
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



William Francis Galvin
Secretary of the
Commonwealth

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

February 17, 2021

TO WHOM IT MAY CONCERN:

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

CHARLES RIVER REMEDIES LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 26, 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: **NONE**

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

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

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.




Secretary of the Commonwealth



Processed By:sam

Charles River Remedies LLC is not able this time to provide a certificate from the Department of Unemployment Assistance as they have not yet or at this time retained employees.

SIGNED

 3/19/21

Leah Samura, CEO



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001380770

1. The exact name of the limited liability company is: CHARLES RIVER REMEDIES LLC

2a. Location of its principal office:

No. and Street: 31 CHURCH STREET
 City or Town: CAMBRIDGE State: MA Zip: 02139 Country: USA

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

No. and Street: 31 CHURCH STREET
 City or Town: CAMBRIDGE State: MA Zip: 02139 Country: USA

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

THE COMPANY IS ORGANIZED: (A) TO APPLY FOR A LICENSE WITH THE CANNABIS CONTR
OL COMMISSION; (B) TO ENGAGE IN ALL ACTIVITIES INCIDENTAL THERETO; AND (C) TO E
NGAGE IN ANY OTHER ACTIVITIES IN WHICH A LIMITED LIABILITY COMPANY FORMED UN
DER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: SEAN D. HOPE
 No. and Street: 907 MASSACHUSETTS AVENUE
 City or Town: CAMBRIDGE State: MA Zip: 02139 Country: USA

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

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

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

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

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

SOC SIGNATORY	SEAN HOPE	907 MASSACHUSETTS AVENUE CAMBRIDGE, MA 02139 USA
SOC SIGNATORY	LEAH SAMURA	111 WELLINGTON HILL ST MATTAPAN, MA 02126 USA

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	SEAN HOPE	907 MASSACHUSETTS AVENUE CAMBRIDGE, MA 02139 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 26 Day of April, 2019,

SEAN D. HOPE

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

THE COMMONWEALTH OF MASSACHUSETTS

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

April 26, 2019 08:41 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OPERATING AGREEMENT

OF

CHARLES RIVER REMEDIES LLC

(a Member-Managed Massachusetts Limited Liability Company)

Effective as of October ____ 2020

THE UNITS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

**OPERATING AGREEMENT
OF
CHARLES RIVER REMEDIES LLC**

(a Massachusetts Limited Liability Company)

This OPERATING AGREEMENT (this “**Agreement**”) of CHARLES RIVER REMEDIES LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (the “**Company**”), is entered into and made effective as of October __, 2020 by and among the Company, Leah Samura, a domiciliary of the Commonwealth of Massachusetts acting in her personal capacity, Sean Hope, a domiciliary of the Commonwealth of Massachusetts acting in his personal capacity, and all other persons or entities who shall execute and deliver this Agreement or authorized counterparts or facsimiles of the same pursuant to the provisions hereof.

This Agreement supersedes and replaces all prior agreements, written or oral, between each of its signatories, on any subject matter provided for in this Agreement or on any subject related to the governance of the Company or the rights, duties, powers and obligations of the Members of the Company to each other.

WHEREAS, the Company was formed by the filing of the Certificate of Organization of the Company with the Secretary of the Commonwealth of Massachusetts on April 26, 2019;

WHEREAS, the Members and the Company intend that this Agreement shall set forth the understanding amongst them with respect to the terms and conditions of their respective interests, rights and obligations with respect to the Company, its management and operation, and the economic arrangement between the Members with respect to the Company; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

GENERAL

Definitions. Certain capitalized terms used in this Agreement shall have the respective meanings set forth on **Schedule B** attached hereto and made a part hereof, unless otherwise expressly provided herein or unless the context otherwise requires. Certain capitalized terms not defined herein may be defined in the provisions of the Massachusetts Limited Liability Company Act.

Overview. This Agreement sets forth, among other things, the manner in which the Company will be operated and the manner in which the profits and losses of the Company will be shared by the Members.

Name. The name of the Company shall be Charles River Remedies LLC.

Principal Office. The principal office of the Company shall be at 31 Church Street, Cambridge MA 02139 or at such other place or places as the Members may determine from time to time.

Registered Office. The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Members may designate from time to time in the manner provided by the Act and applicable law.

The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Members may designate from time to time in the manner provided by the Act and applicable law.

Term. The Company commenced on April 26, 2019, the date that the Certificate of Organization of the Company was filed with the Massachusetts Secretary of the Commonwealth and shall continue in existence in perpetuity or until earlier dissolved in accordance with the provisions of this Agreement and the Act.

Purposes. The purpose of the Company shall be to engage in any business that is not prohibited by the Act or any other law, and to enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purpose as may be necessary, incidental or convenient to carry out the business of the Company as contemplated by this Agreement, subject to the limitations set forth herein. To the extent that specificity is required by the rules of the Cannabis Control Commission, the purpose of the Company shall be to operate a lawful cannabis-related business, and to apply for a license for such purpose.

Title to Property. All Company Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in his, her or its individual name or right solely by reason of being a Member, and except as otherwise provided in this Agreement, each Member's interest in the Company shall be personal property for all purposes. The Company shall hold all Company Property in the name of the Company and not in the name of any Member.

Operating Agreement and the Act. This Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

MEMBERS

Meetings of Members. The Members shall meet at least once each Fiscal Year at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree, on such date and at such time as may be fixed by the Members for the transaction of such lawful business as may come before the meeting. Special meetings of the Members may be called by any Member upon written notice to the other Members or by telephone or facsimile, which notice must be given no fewer than two (2) business days and no more than sixty (60) days prior to the date of the meeting. No business shall be acted upon at a special meeting that is not stated in the notice of the meeting. Meetings of Members may be held by telephone or any other communications

equipment, by means of which all participating Members can simultaneously hear each other during the meeting. Special meetings shall be held at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree. All meetings of the Members shall be called to order and presided over by such Person or Persons who may be designated by the Members.

Quorum. Unless a quorum consisting of at least a Majority of the Management Interests of the Members is present in person or by proxy, no action may be taken at a meeting of Members.

Action by Written Consent. Any action that may be taken at a meeting of the Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by Members whose percentage of Units would be sufficient to approve the action at a meeting of the Members. All Members who do not participate in taking the action by written consent shall be given written notice thereof by the Company promptly after such action has been taken.

Voting Rights; Required Vote. Each Member shall be entitled to vote his, her or its Units with respect to any action required or permitted to be taken by the Members under this Agreement. All such actions that require the vote, consent or approval of the Members shall require the affirmative vote, consent or approval of a Majority of the Management Interests, as represented by Units, of the Members, unless the question or matter is one upon which, by express provision of applicable law or of the Certificate of Organization or this Agreement, a different vote is required, and in which case, such express provision shall govern and control the decision of such question or matter.

Deadlock. In the event that a proposed action of the Members does not receive the vote, consent or approval of a Majority of the Management Interest of the Members pursuant to this Agreement and results in a deadlock of the Members (a “**Deadlock**”), the Deadlock shall be resolved as follows:

1. The Members shall mutually agree upon an independent third-party of relevant experience and competence to decide the matter by mediation.
2. If after 60 days of mediation the matter still has not been decided, provided that the matter is specifically related to the sale or transfer of ownership or control of the Company, then the Company shall be dissolved. For all matters other than sale or transfer of ownership or control that are to be decided by way of mediation, a failure to reach a decision on the matter after 90 days of mediation shall result in the dissolution of the Company.
3. The Parties shall cooperate in the selection of a disinterested mediator. Unless the parties specify otherwise in the course of such mediation, the cost of mediation shall be borne equally by both parties.

Proxies. Every Member entitled to a vote may vote either in person or by proxy. Every proxy shall be executed in writing by the Member or by his, her or its duly authorized attorney-in-fact and filed with the corporate records of the Company. A proxy, unless coupled with an interest, shall be revocable at will by the Member authorizing the proxy, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been received

by the Company.

Issuance of Additional Units. The Company may not sell or issue additional Units or other equity interests in the Company (“**New Units**”) without the affirmative vote, consent, or approval of a Majority of the Management Interest of the Members. Until there are more than two Members, such a decision shall require the unanimous consent of the Members. Dilution, whether or not *pro rata*, shall be determined at the time of issuance of such Units by a majority vote of the Management Interest of the Members.

Preemptive Rights of Members. Any sale and issuance of New Units shall be subject to the following preemptive rights of the Members (the “**Preemptive Rights**”):

The Company must first offer each Member the opportunity to purchase up to a percentage of the New Units equal to such Member’s Percentage Interest of Units at the time of the proposed offering, so that, after the issuance of all such proposed New Units, such Member’s Percentage Interest of Units will be the same as the Percentage Interest of Units maintained by such Member immediately prior to the issuance of any such New Units.

Activities of Members. To the extent permitted under the Act, the following provisions shall apply:

Nothing in this Agreement shall preclude any Member, or any Affiliates of any Member, from engaging in other transactions and possessing interests and making investments in and loans to other business ventures of any nature or description (except, without limitation, businesses that compete directly with the Company), independently or with others, whether existing as of the date hereof or hereafter coming into existence, and neither the Company nor any other Member shall have any rights in or to any such other transactions, investments or ventures or the income or profits derived therefrom.

Subject to the other express provisions of this Agreement, each Member and agent of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, ventures not in direct competition with the Company, with no obligation to offer to the Company or any other Member or agent the right to participate therein.

Liability of the Members. Except as otherwise provided by the Act or as contemplated by this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. No Member shall be obligated personally or have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other Member, officer, agent or employee of the Company, except to the extent provided in the Act or as specifically and expressly agreed to by such Member in writing.

No Withdrawal. A Member shall not cease to be a Member as a result of a Bankruptcy of such Member or as a result of any other events specified in the Act. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the

dissolution or winding up of the Company shall be null and void absent the unanimous consent of the remaining Members. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member. This provision is subject to the limitations of the following section.

Rights of Minority Members. Without limiting the generality of the rights of Members holding a minority interest (however styled) in the Company under the securities laws of the Commonwealth or the federal securities laws, minority interest-holder Sean Hope shall enjoy the following further rights, all other provisions of this Agreement notwithstanding:

1. To be subject to no dilution of his interests as a Member without his consent, except in the sole case that he is found to have committed any act which would render the Company ineligible for a license to conduct a cannabis-related business;
2. To be subject to no forfeiture or other termination of his interests as a Member except in the cases of divorce, bankruptcy, or any other event which actually results in the purported assignment of his interests to a third party who is not also a party to this Agreement;
3. To be entitled to a special dividend not less than annually, which the Members *shall* issue, the Members' rights to issue or not issue dividends notwithstanding, in an amount to be determined by the Members;
4. To enjoy a liquidation preference in the event of the dissolution of the Company for any reason;

Compensation; Expenses. Members shall not be entitled to receive any salary, fee or draw for services rendered to or on behalf of the Company or otherwise in its capacity as a Member, unless otherwise approved by the Members; provided, however, that Members shall be entitled to be reimbursed for reasonable and necessary out-of-pocket costs and expenses incurred in the course of their services hereunder. Members who are also *bona fide* employees of the Company may receive salaries from the Company in their capacity as employees.

Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or distributions; provided, however, that this Section shall not apply to loans that a Member has made to the Company as authorized herein, or the terms of any New Units authorized in accordance with the terms of this Agreement.

No Company Certificates. The Units of the Members in the Company shall not be certificated.

Names and Capital Contributions of Members. The names of the Members, along with the number of Units owned by such Members and their respective Capital Contributions and Percentage Interests, are as set forth on Schedule A, attached hereto and made a part hereof. The Members shall cause Schedule A to be updated as necessary from time to time.

Confidentiality. Each Member acknowledges that in their capacity as a member or principal of a Member, employee or officer of the Company they may from time to time be entrusted with various types of Confidential Information (e.g., customer lists, financial information, marketing strategies, production techniques, software etc.) and other information of a privileged and confidential nature which, upon disclosure, would be highly prejudicial to the interests of the Company (collectively the “Confidential Information”).

Any matters, financial or otherwise, with respect to the Company, its subsidiaries or Affiliates, including without limitation the terms of this Agreement, which are not divulged by the Company to the public in the ordinary course of its Business shall be deemed to be Confidential Information and any Member who wishes to divulge such Confidential Information to any third party (other than a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) shall, as a condition to such divulging, obtain the prior approval of a Member. Each Member acknowledges and agrees that the right to possess and maintain confidentially all such Confidential Information constitutes a proprietary right of the Company which the Company is entitled to protect.

Each Member agrees that it will not at any time, whether then a Member of the Company or not, directly or indirectly disclose Confidential Information to any Person (other than as required in the performance of a Member’s duties or to a Member’s own professional advisors on a need-to-know basis or to a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) not authorized by the Company to receive such information except as required by law or court order.

Each Member shall return to the Company all property, written information and documents of the Corporation and all Confidential Information and all copies of the same, whether in written, electronic or other form and certify as to such information’s return or destruction forthwith upon his or her cessation as a Member. For greater certainty, nothing in this Agreement imposes liability upon any Member for making disclosures of Confidential Information where such disclosure (a) is required by law or court order; or (b) is otherwise disclosed not as a result of a breach by the Member of his, her or its obligations hereunder.

Exceptions to Confidentiality Related to the Business of the Company. In the event that the Company enters into any line of business that is or may become subject of regulation that requires the public or private disclosure to any regulator or other entity of information that would otherwise constitute Confidential Information, including without limitation a requirement by the Massachusetts Department of Agriculture or the Cannabis Control Commission to disclose the material terms of otherwise-Confidential Information such as the material terms of this Agreement, such information shall not constitute Confidential Information to the limited extent of permitting the Members to disclose the minimum amount of otherwise-Confidential Information required under any such law or regulation.

Non-Solicitation. None of the Officers nor any Members or their respective Affiliates shall, directly or indirectly, (i) solicit, entice away or in any other manner persuade or attempt to persuade any employees, contractors or vendors of the Company to alter his, her or its relationship with the Company or its business or (ii) engage or employ any former employees, contractors, vendors of the Company for a period of three (3) years after such persons or entities have severed their relationship with the Company (except (v) if such

employee is terminated by the Company or (z) if such employee is responding to a newspaper advertisement, job posting or other general solicitation not targeted at such employee). For purposes of clarification, the parties agree that the limitations contained in clause (ii) of the preceding sentence shall not apply to any regional, national, or international firms engaged by the Company, and shall not apply as to Homegrown 617 LLC, a Massachusetts limited liability company.

MANAGEMENT AND OFFICERS

Management. The business and affairs of the Company will be managed by the Members. The Members shall conduct the business of the Company consistent with its purposes as set forth in herein in a prudent and businesslike manner. The Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, except for decisions expressly requiring a vote of the Members as provided herein.

The initial Members of the Company shall be Leah Samura and Sean Hope. A Member may be removed only for cause. The Members may style themselves or hold themselves out to the general public as a "Manager" or other customary and usual terms denoting the authority to act on behalf of the Company.

Where the Members designate one or several of themselves as Managers, such designation shall be by their unanimous consent, and shall confer only those powers permitted by the Act, which the Members may limit or expand at their discretion.

Without limiting the generality of this Section, the Manager shall have the power and authority on behalf of the Company to do the following, except where such act would constitute an act requiring a vote as provided elsewhere herein:

Execute any and all documents or instruments of any kind that the Member deems necessary or appropriate to achieve the purposes of the Company, including, without limitation, contracts, agreements, leases, subleases, easements, deeds, notes, mortgages and other documents or instruments of any kind or character or amendments of any such documents or instruments;

Borrow money from individuals, banks and other lending institutions on the general credit of the Company for use in the Company business, all upon such terms and containing such features as the Member may determine to be necessary or desirable in its absolute discretion, except that any such debt in excess of \$1,000 shall require the unanimous consent of the Members;

Confess judgment against the Company and to execute any document granting to any Person the right to confess judgment against the Company in the event of the Company's default in the performance of its obligations under any loan agreement, note, or other agreement or instrument;

Incur, secure, renew, replace, refinance, modify, extend, repay or

otherwise discharge any indebtedness of the Company;

Sell, exchange, lease, mortgage, pledge, assign, or otherwise transfer, dispose of or encumber all or a portion of the Company Property or any interest therein;

Procure and maintain, at the expense of the Company and with responsible companies, such insurance as may be available in such amounts and covering such risks as the Member shall deem necessary or desirable in the Member's absolute discretion, including insurance policies insuring the Member against liability arising as a result of any action he or she may take or fail to take in his capacity as Member of the Company;

Employ and dismiss from employment any and all Company employees, agents, independent contractors, attorneys and accountants;

Supervise the preparation and filing of all Company tax returns;

Open, maintain and close bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;

Engage in correspondence with any regulatory or governmental body, including the Internal Revenue Service and the Securities and Exchange Commission;

Delegate any or all of the administrative and managerial powers conferred upon a general manager or to Officers, employees or agents of the Company;

Bring, defend or settle actions at law or equity; and

Retain and compensate on behalf of the Company such accountants, attorneys, realtors, tax specialists, management companies, consultants or other professionals as the Member shall deem necessary or desirable in the Member's absolute discretion in order to carry out the purposes and business of the Company.

Actions Requiring a Vote. Any elective purchase by the Company, or the creation of new indebtedness, in excess of \$1,000 in a single transaction or series of related transactions shall require the affirmative written approval of a majority and at least two of the Members. Any decision to dissolve, enter into winding up, file for bankruptcy, or sell all or virtually all of the assets or securities of the Company shall require the unanimous consent of all members.

Authority of Attorneys-In-Fact, Employees, Agents and Members. Unless authorized to do so by this Agreement or by the Members, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

Records, Audits and Reports. Proper and complete records and books of account shall be kept by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives for any proper purpose

relating to the Company during normal business hours.

Returns and Other Elections. The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, will be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year as required by law or upon a Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by the Members by their unanimous decision. Each of the Members acknowledges and agrees that in no event shall another Member or the Company be liable or otherwise responsible for the tax treatment or tax-related aspects of any investment or other activity of the Members or the Company, it being understood that each Member should consult his or her own tax advisers regarding such matters.

Tax Matters Partner. The Members shall designate a "***Tax Matters Partner***" (as defined in Code Section 6231) who shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do, or refrain from doing, any and all things reasonably required to conduct such proceedings. The initial Tax Matters Partner shall be Leah Samura.

Officers. The Members may from time to time elect or appoint one or more officers of the Company, and such officers shall have such titles, powers, duties and tenure as the Members shall from time to time determine. Vacancies may be filled or new offices created and filled by resolution of the Members. Any officer or agent elected or appointed by the Members may be removed by the Members whenever in their judgment the best interests of the Company would be served; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. An officer is not required to be a Member. No officer shall be delegated the authority to take any action requiring the approval of the Members without the prior consent of such Members as are required to approve such actions.

Checks, Notes, Etc. The Members shall from time to time designate the officers or agents of the Company who shall have power, in its name, to sign and endorse checks and other negotiable instruments and to borrow money for the Company, and in its name, to make notes or other evidences of indebtedness.

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

Capital Contributions. The Members have contributed to the capital of the Company, as their "Initial Capital Contributions," the sums (whether in cash, by contribution of property, or a combination thereof) set forth on **Schedule A** to this Agreement. No allocation of Units in the Company shall be based in part or in whole upon Initial Capital Contributions. Nothing in this Agreement shall prevent any Member from claiming their Initial Capital Contributions as business-related expenses for tax purposes. No Member shall have any obligation to contribute any additional amount to the capital of the Company. Loans

made to the Company by a Member pursuant to the below subsection shall not be deemed to be Capital Contributions.

Loans by Members. Any one or more Members may, but shall not be obligated to, loan to the Company additional amounts from time to time to enable the Company to meet operating expenses and other cash needs; *provided, however*, that each such loan shall be approved by the Members. Each such loan shall be at such rate of interest and be subject to such terms and conditions that are fair and reasonable to the Company and comparable to the terms otherwise generally available at the time from commercial lenders. Each such loan shall be evidenced by a written note executed by the Company and delivered to the Member making the loan.

Limitation on Return of Capital. None of the Members shall be entitled to a return of capital at any fixed time or upon demand, to receive interest on capital or to receive any distribution from the Company. In furtherance of and not in limitation of the foregoing sentence, the Members shall not have any right of any return of their Capital Contributions. A Member is not required to contribute or lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

Capital Accounts.

The Company shall maintain a separate Capital Account for each Member. Capital Accounts shall not govern distributions by the Company to the Members, it being understood that Capital Accounts shall be maintained solely to assist the Company in allocating Tax Items.

The Capital Account of each Member shall be increased by an amount equal to such Member's Capital Contribution as and when paid and by such Member's share of Profits, and reduced by such Member's share of Losses and the amount of any distributions to such Member. Each Member's Capital Account will be maintained and adjusted in accordance with the Code and the Treasury Regulations thereunder, including the adjustments to capital accounts permitted by Section 704(b) of the Code and the Treasury Regulations thereunder in the case of a Member who receives the benefit or detriment of any basis adjustment under Sections 734, 743 and 754 of the Code. It is intended that appropriate adjustments will thereby be made to Capital Accounts to give effect to any Tax Item that is allocated pursuant to this Agreement and any adjustments to the allocation of any such item subsequently made upon audit by the Internal Revenue Service or otherwise. Each Member's Capital Account will include the Capital Account, as so adjusted, of any predecessor holders of the interest of such Member in the Company.

Capital Deficits. None of the Members shall be obligated to repay to the Company, any other Member or any creditor any deficit in such Member's Capital Account arising at any time during the term of the Company or upon dissolution and liquidation of the Company. The Members shall not be liable for the return of the capital of the Members and it is expressly understood that any such return shall be made solely from the Company's assets.

ALLOCATION OF PROFITS AND LOSSES

Allocation of Profits and Losses. Except as otherwise expressly provided in

this Agreement, all Profits or Losses of the Company (including each item of income, gain, loss, deduction or credit entering into the computation thereof) for each Fiscal Year shall be allocated among the Members in accordance with their respective Economic Interests; provided, however, that (a) if one or more Members shall have positive balances in their Capital Accounts and one or more Members shall have deficit balances in their Capital Accounts, Profits shall first be allocated to those Members having deficit balances in their Capital Accounts to the extent of and in proportion to such deficit balances, and (b) if one or more Members shall have deficit balances in their Capital Accounts and one or more Members shall have positive balances in their Capital Accounts, Losses shall first be allocated to those Members having positive balances in their Capital Accounts to the extent of and in proportion to such positive balances. Capital Accounts will not govern distributions by the Company to the Members, it being understood that Capital Accounts will be maintained solely to assist the Company in allocating Tax Items of the Company.

Compliance with the Code. The allocation provisions in this Section are intended to comply with applicable provisions of the Code, including regulations promulgated under Section 704 of the Code, and successor statutes and regulations thereof, and shall be interpreted and applied in a manner consistent with such statutory and regulatory provisions.

Allocation of Profits and Losses upon Transfer or Change in Units. It is agreed that if all or a portion of a Member's Units are transferred or adjusted as permitted herein, Profits and Losses for the transfer's Fiscal Year shall be allocated between the transferor and the transferee based upon the number of days in said Fiscal Year that each owned such Units, without regard to the dates upon which income was received or expenses were incurred during said Fiscal Year, except as otherwise required by the provisions of Code Section 706 and Treasury Regulations thereunder or as the transferor and transferee may agree with the Tax Matters Partner's consent.

Contributed Property. Notwithstanding anything contained herein to the contrary, if a Member contributes property to the Company having a fair market value that differs from its adjusted basis at the time of contribution, then items of income, gain, loss and deduction with respect to such property shall be shared among the Members so as to take account of the variation between the adjusted tax basis of the property to the Company and its fair market value at the time of contribution, in the manner prescribed in Code Section 704(c) and the Treasury Regulations thereunder. Any applicable tax elections will be made by the unanimous consent of the Members and shall be binding on all Members.

DISTRIBUTIONS

Tax Distributions.

The Company shall make distributions pursuant to this Section to each Member in an amount no less than the federal, state and local income tax liability of such Member as a result of the allocations of Tax Items to such Member. Any distribution made by reason of this Section is referred to as a "***Tax Distribution***."

Each Tax Distribution shall be made not less than five (5) business days before the next occurring due date for federal estimated income tax payments. In

determining the amount of any Tax Distribution, it shall be assumed that the Tax Items were the only items entering into the computation of tax liability of the Members.

Notwithstanding anything in this Section, the Company shall not be obligated, and the Members shall not be obligated to cause the Company, to borrow funds or obtain additional Capital Contributions to fund Tax Distributions.

Limitation upon Distributions. No distributions of any nature shall be permitted under this Section if, after any such distribution, either (i) the net assets of the Company would be less than zero, (ii) the Company would be insolvent or (iii) the Company would not have sufficient cash available to meet the reasonably anticipated needs of the Company, as such needs are determined in the reasonable discretion of the Members. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would otherwise violate the Act or other applicable law.

TRANSFER OF UNITS

Restrictions on Sale or Other Disposition. Except as otherwise provided for in this Agreement, each Member agrees not to sell, assign, transfer, give, donate, bequeath, pledge, deposit or in any way alienate, encumber, hypothecate, or dispose of (collectively, “**Transfer**”) all or any portion of such Member’s Units now owned or hereafter acquired by such Member. Any purported Transfer or other disposition of Units or assets of the Company in violation hereof shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

Members’ Right of First Refusal.

If a Member desires to Transfer any of his, her or its Units to any transferee other than those expressly permitted in this Section or any Units owned by any Member shall be subject to sale or other Transfer by reason of (i) bankruptcy or insolvency proceedings, whether voluntary or involuntary, (ii) distribution of marital property following divorce, or (iii) distraint, levy, execution or other involuntary Transfer, then such selling Member, or Member otherwise affected by such Transfer (in either case, a “**Selling Member**”), shall, as soon as reasonably practical (but in the case of a proposed Transfer pursuant to subsection (i), at least sixty (60) days prior to the effective date of such proposed Transfer), submit in writing to the other Member the proposed terms and conditions of the proposed Transfer (the “**Terms**”). Such Terms shall include, without limitation, the price to be received by the transferee (or in the case of a proposed Transfer pursuant to subsection (ii), the price, value or consideration, if readily determinable, on the basis of which such Units are proposed to be transferred to such transferee), the number of Units to be transferred (the “**For Sale Units**”) and the proposed transferee. After receipt of the Terms of the proposed Transfer, the other Member will have thirty (30) days (the “**Notice Period**”) to exercise its right of first refusal hereunder to redeem the For Sale Units at the lesser of (xi) the price or value as may be set forth in the Terms or (xii) the Agreed Value, with the terms of such consideration to be paid for the Units to be in the manner as stated herein, by notifying the Selling Member in writing of its intention to exercise its first refusal right.

Notwithstanding anything herein to the contrary, in the event of the

purchase by a Member of another Member's Units pursuant to this Section due to the death of a Member, if at the time of such death the Company has in place a key man life insurance policy on such Member, then the proceeds from such life insurance policy shall be applied to the purchase price for such deceased Member's Units and, if applicable, the Closing Date shall be delayed to allow for the administration and receipt of such life insurance proceeds from the insurer.

Restrictions Applicable to All Transfers. Except as may be otherwise set forth herein, all Transfers of Units will be subject to the following conditions:

Prior to any Transfer, the Transferor will cause the prospective transferee, if not already a Member, to execute and deliver to the Company and the other Members a joinder to this Agreement; and

The Units have not been registered under the Securities Act of 1933 or any applicable state securities laws, and may not be transferred in the absence of an effective registration statement under such laws or pursuant to an exemption from such laws. If Units are being transferred pursuant to such an exemption, then the transferor will give prior written notice of such exemption to the Company and the Company may request an opinion of the transferor's counsel as to the availability of such exemption, which opinion and counsel must be reasonably satisfactory to the Company.

Exception for Estate Planning. A Transfer to an Affiliate of a Member or the Family of such Member of the right to receive distributions with respect to such Member's Units, shall be permitted and shall not constitute a Transfer subject to the right of first refusal provisions of herein. Further, the assignee of financial rights with respect to Units shall not become a Member or be treated as a holder of such Units, and the Company shall continue to treat the Member making such assignment as a Member and holder of such Units for all purposes under this Agreement.

DISSOLUTION AND TERMINATION

Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

unanimous written consent of the Members;

the entry of a decree of judicial dissolution of the Company under the Act; or

a Deadlock of the Members is not resolved within 630 days of the Deadlock's commencement.

The Company shall not be dissolved upon the death, incompetency, retirement, resignation, expulsion, dissolution or bankruptcy of a Member, unless such an event occurs at a time when the Company has only one other Member and, within ninety (90) days after such event, the remaining Member determines that it does not want to continue the business of the Company. If a Member who is an individual dies or a court of competent jurisdiction

adjudges him to be incompetent to manage his or her person or his or her property, then such Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his or her estate or administering his or her property, subject to the terms and conditions of this Agreement.

Winding Up, Liquidation and Distribution of Assets

Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Members shall then promptly proceed to wind up the affairs of the Company.

If the Company is dissolved and its affairs are to be wound up, the Members are directed to:

sell or otherwise liquidate such of the Company's assets as may be required to discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company);

distribute the remaining assets to the Members on a pro-rata basis, in accordance with their respective Units, such distributions to be made either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value as determined by the Members; and

allocate any Profit or Loss resulting from such sales to the Capital Accounts.

Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

The Members shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets, including filing a Certificate of Cancellation upon the completion of the winding up process.

Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of such Member's Capital Contribution. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of one or more Members in

accordance with this Agreement, such Member or Members shall have no recourse against any other Member.

EXCULPATION AND INDEMNIFICATION

Exculpation of Covered Persons.

Covered Persons. As used herein, the term “**Covered Person**” shall mean (i) each Member, and (ii) each Officer, employee, agent or representative of the Company.

Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith and with the belief that such action or omission is in, or not opposed to, the best interest of the Company, so long as such action or omission does not constitute fraud, gross negligence or willful misconduct by such Covered Person.

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

MISCELLANEOUS PROVISIONS

Notices. All notices and communications required or permitted to be given hereunder (a) shall be in writing; (b) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service, or electronic mail, charges prepaid as applicable, to the appropriate address(es) or number(s) set forth on **Schedule A** to this Agreement (or such other address as such party may designate by notice to all other parties hereto); and (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office or member of his or her household) or a notice to the effect that such addressee refused to accept such communication, if sent by messenger, U.S. mail or express delivery service, (B) confirmation of a facsimile transmission (either orally or by written confirmation) or (C) a receipt of such e-mail confirmed by reply message or read receipt. All parties shall act in good faith to promptly confirm receipt of communications where confirmation of receipt is required to effect notice pursuant to this subsection and is requested by the notifying party.

Waiver of Action for Partition. No Member or permitted assignee shall have

the right to require a partition of all or a portion of the Company Property, and by signing this Agreement or a joinder hereto or counterpart hereof, each Member or permitted assignee irrevocably waives any right to maintain an action for partition of the Company Property.

Further Assurances. Each of the Members shall hereafter execute and deliver such further instruments and do such further acts and things consistent with the provisions of this Agreement as may be required or useful to carry out the full intent and purpose of this Agreement or as may be necessary to comply with any laws, rules or regulations.

Waivers. No party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of such Member. Failure of a party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement. A waiver of a breach of this Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Agreement.

Rights and Remedies Cumulative; Creditors. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Members.

Construction. The headings in this Agreement are inserted solely for convenience of reference and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. When the context in which words are used in this Agreement indicates that such is the intent, singular words shall include the plural and vice versa and masculine words shall include the feminine and the neuter genders and vice versa.

Amendment. This Agreement may be altered or amended only by the unanimous consent of the Members.

Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its rules on conflicts of laws, and specifically the Act.

No Prior Operating Agreements. This Agreement shall expressly supersede and replace any and all prior operating agreements. The signatures of the Members to this

Agreement shall constitute an action by unanimous written consent authorizing the repeal and replacement of any prior operating agreements to the extent that such an action is required pursuant to any such agreements' own terms.

Dispute Resolution. The parties hereto agree that any suit or proceeding arising out of this Agreement shall be brought only in the courts of the Commonwealth of Massachusetts; *provided, however*, that no party waives its right to request removal of such action or proceeding from the state court to a federal court. Each party hereto consents to the personal jurisdiction of such courts and agrees that service of process in any such suit or proceeding will be sufficiently accomplished if accomplished in accordance with the notice provisions set forth in the Agreement.

Code and Treasury Regulation References. Any reference to a section of the Code or a Treasury Regulation in this Agreement shall be deemed to refer to corresponding provisions of subsequent superseding federal revenue laws and regulations in the event that the section of the Code or Treasury Regulation so referenced has been so superseded.


Counterparts. This Agreement may be executed in any number of counterparts and may be executed and delivered by facsimile or other electronic transmission. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

COMPANY:

CHARLES RIVER REMEDIES LLC

By: 
Leah Samura
Member

12/24/2020

By: *Sean Hope*
Sean Hope
Member

December 24, 2020

SCHEDULE A
OPERATING AGREEMENT
OF
CHARLES RIVER REMEDIES LLC

CAPITALIZATION TABLE

Name and Address	Capital Contribution	Units	% Management Interest	% Economic Interest
Leah Samura	\$-	51	51	51
Sean Hope	\$-	49	49	49

SCHEDULE B
OPERATING AGREEMENT
OF
CHARLES RIVER REMEDIES LLC

DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

“**Act**” means the applicable law of the Commonwealth of Massachusetts governing limited liability companies organized in Massachusetts, the Massachusetts Limited Liability Company Act, *et seq*, and any successor statute, as it may be amended from time to time.

“**Affiliate**” shall mean any other Person that directly or indirectly Controls or is Controlled by or is under common Control with such Person, or any Person that is an employee of or an officer of or partner in or serves in a similar capacity or relationship with respect to a Person.

“**Agreed Value**” means the fair market value of any Units at issue, as mutually agreed to by the parties selling and purchasing Units, or in the absence of such mutual agreement, determined in the following manner:

Each party will obtain its own appraiser to conduct an appraisal, the cost of which will be borne by such party. If the two appraisals are within 10% of each other, the average of those appraisals will be the fair market value. If the two appraisals are more than 10% apart, then the two appraisers will hire a third appraiser, the cost of which will be split equally between the two parties, to obtain a third appraisal and the average of the two appraisals that are closest in amount will be the fair market value. Any appraisal will be based upon the value of the entire Company sold to a single buyer in a single transaction for cash and shall include discounts for illiquidity or lack of control but shall not include any premium for control.

“**Available Cash**” means the cash held by or immediately available to, the Company less such reserves for capital expenditures or other liabilities or other purposes as the Members, in their sole discretion, may determine.

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

“**Capital Account**” as of any given date shall mean the amount set forth on **Schedule**

A as adjusted.

“Capital Contribution” shall mean any contribution to the capital of the Company in cash or property by a Member or predecessor thereof whenever made.

“Certificate of Organization” shall mean the Certificate of Organization of the Company as filed with the Massachusetts Secretary of the Commonwealth on April 26, 2019, as amended from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.

“Company Property” means real and personal property owed, acquired by, or contributed to the Company and any improvements thereto, and shall include both tangible and intangible property.

“Control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, contract or otherwise.

“Decedent” shall mean an individual Member who has died.

“Entity” shall mean any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization or other business entity.

“Family”, as applied to any individual, shall mean (a) the children of such individual (by birth or adoption), (b) the parents, spouse and siblings of such individual, (c) the children of the siblings of such individual, (d) any trust solely for the benefit of, or any partnership, limited liability company or other entity owned solely by, any one or more of such aforementioned individuals (so long as such individuals have the exclusive right to Control such trust or other entity) and (e) the estate of such individual.

“Fiscal Year” shall mean the period terminating on December 31 of each year during the term hereof or on such earlier date in any year in which the Company shall be dissolved as provided herein.

“Losses” shall mean the net losses of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

“Majority in Interest” of Members shall mean one or more Members whose combined Percentage Interests of a given class of Units exceed fifty percent (50%) of all Percentage Interests of Units owned by all Members of the same class of Units. The Company shall initially have one class of Units, with additional classes created or removed only in accordance with the procedures provided herein for the issuance of new Units.

“Member” shall mean each of the parties who executes a counterpart of this Agreement as a Member, and each of the parties who may hereafter become a Member

pursuant to the terms and conditions of this Agreement.

“Percentage Interest” of Units or of Members shall mean the number of Units of a given class held at a particular time by such Member, divided by the total number of all Units of the same class then held by all Members, expressed as a percentage.

“Person” shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person, where the context so permits.

“Profits” shall mean the net profits of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

“Tax Items” means Profits and Losses and items of income, gain, loss, deduction and credit of the Company as determined for federal, state and local income tax purposes.

“Treasury Regulations” shall include proposed, temporary and final regulations promulgated under the Code.

“Unit” shall mean those interests in the Company that shall have (a) economic value and rights in or to the profits, gains, losses, distributions and other economic interests of the Company and/or (b) voting membership rights in the Company.



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

mass.gov/dor

Letter ID: L0266199872
Notice Date: April 9, 2021
Case ID: 0-001-132-461



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CHARLES RIVER REMEDIES LLC
907 MASSACHUSETTS AVE STE 300
CAMBRIDGE MA 02139-3000

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, CHARLES RIVER REMEDIES 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

LIABILITY INSURANCE PLAN

Upon receiving a license to operate a marijuana retail establishment Yamba will obtain a liability insurance policy that will include general liability and product liability insurance coverage of no less than \$2 million per occurrence and \$2 million in aggregate annually and the deductible will not exceed \$5000 per occurrence. With excess liability coverage of \$4 million. Yamba will likely use CannGen Insurance Services to provide adequate coverage as required by the Cannabis Control Commission.

SUMMARY OF BUSINESS PLAN

Charles River Remedies, LLC (hereafter referred to as “Charles River”), submits this Business Plan as part of its application for a License to Operate an Adult-Use Cannabis Establishment (“YAMBA”) from the Commonwealth of Massachusetts.

Charles River proposes to operate a Cannabis retail establishment at 31 Church St, Cambridge, MA located in the Heart of Harvard Square Cambridge.

31 Church Street is a historic building that is currently vacant. The Dispensary is on a commercial thoroughfare directly adjacent to the Harvard Square train stop, MBTA Bus line and numerous modes of public transit. Additionally, Harvard Square offers numerous cultural, food, dining and entertainment options supported by its designation as a Historical District. Charles River is proud to be a wholly black and majority female owned company planning to contribute to the reinvigoration of the once bustling community.

Charles River plans to hire a diverse workforce from Cambridge and the surrounding community, comprised of people from all backgrounds, and will provide them with living wages and substantial benefits with preference given to Cambridge residents who meet certain criteria required by the Cannabis Control Commission and City of Cambridge.

Charles River also wishes to provide numerous benefits to the community, including education, training, financial support and partnering with other groups to deliver on these goals. Above all, Charles River hopes to be a good neighbor and a solid, long-term, and responsible commercial resident of Cambridge and the Commonwealth.

QUALITY CONTROL AND TESTING PROCEDURES

Charles River is not engaged in the production of, or quality control of Cannabis or related products. All products are sourced from external vendors. Such vendors are licensed separately by the Cannabis Control Commission, and are required to be fully compliant with all regulations including:

All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.

Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; and
- Washing hands appropriately.

Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.

There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.

All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.

Water supply shall be sufficient for necessary operations.

Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.

The establishment shall provide its employees with adequate, readily accessible toilet facilities.

Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory.

The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary.

MAINTAINING OF FINANCIAL RECORDS

Charles River is committed to timely and accurate financial reporting. In order to ensure compliance with local, state, and federal regulations, Charles River will prioritize the creation of a comprehensive accounting and reporting system, with a fully compliant records retention policy. Not only does this provide advantages to the business when dealing with financial institutions and with optimizing its sales stream, but it also allows it to consistently report high-quality and accurate financial information to relevant authorities when required.

Although one has not yet been selected, Charles River is committed to retaining the services of a Cambridge-based accountant who will maintain books and financial records of the Company, to the highest business standards and to Generally Accepted Accounting Principles. Upon recommendation of the accountant, Charles River will integrate accounting software with our POS system of choice (currently Greenbits) for complete and accurate financial reporting.

All financial records will be maintained indefinitely in both hard copy and in secure electronic form. Accounting will process and maintain records for any and all invoices, sales receipts, tax records, contracts, and payments to taxing authorities. Charles River's explicit goal is to ensure real-time knowledge of our financial position at any given moment, which requires disciplined accounting practices and diligent maintenance of financial records, which will be at all times compliant with regulations and available to regulators upon request.

Charles River will maintain the following business records:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and
- Salary and wages paid to each employee. *935 CMR 500.105(9)*

Charles River will not utilize software or other methods to manipulate or alter sales data. *935 CMR 500.140(6)*

Charles River will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data a. *935 CMR 500.140(6)*

Charles River will maintain records that it has performed the monthly analysis. *935 CMR 500.140(6)*

If Charles River determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.

Charles River shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. *935 CMR 500.140(6)*

Charles River will adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.

RECORD-KEEPING PROCEDURES

Charles River is committed to maintaining records for business, operations, and personnel. Such records will be maintained securely and will be made available to any relevant authorities as needed. Charles River will maintain all financial records in accordance with its financial records policy. Personnel records will be kept for a minimum of 12 months after an employee terminates their employment relationship with Charles River.

All records will be stored securely as hard copies and will be stored electronically in a secure electronic repository. All waste disposal records will be maintained in accordance with 935 CMR 500.105(15). All inventory records will be automatically stored by the POS system in accordance with 935 CMR 500.105(8).

Operating records will be kept in accordance with 935 CMR 500.105(1). A critical records retention policy will govern Charles River's personnel records. Each employee will have a personnel file, and that file will contain all documents related to the onboarding, background information, on-the-job training, disciplinary record, performance reports, and required notices for that employee.

Financial records, including, but not limited to, Profit / Loss statements, payroll information, accounting books, ledgers, invoices, copies of checks, and inventory cost and sales records will be maintained in perpetuity by Charles River. After statutorily permissible time periods, and when required by law, Charles River will securely shred any and all hard-copy records that it no longer wishes to maintain, in accordance with generally accepted practices, and delete electronic records according to industry-standard IT practices.

Charles River shall keep all waste records for at least three years.

Charles River shall maintain their records in accordance with generally accepted accounting principles. *935 CMR 500.105(9)*.

Written operating procedures shall be maintained as required by 935 CMR 500.105(1). *935 CMR 500.105(9)*.

Inventory records will be maintained as required by 935 CMR 500.105(8). *935 CMR 500.105(9)*
Seed-to-sale tracking records for all marijuana shall be maintained as required by 935 CMR 500.105(8)(e).

Charles River will maintain the following personnel records:

- Job descriptions for each agent;

- A personnel record for each agent.
- A staffing plan that will demonstrate accessible business hours
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Charles River will maintain the following business records:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and
- Salary and wages paid to each employee.

PERSONNEL POLICIES

Personnel Policies define expected employee conduct, hiring and screening of employees, and strategies for upward mobility within the organization. These policies will be presented in a comprehensive written format to all employees. Before hiring employees, all employees will be screened and results will be documented in compliance with 935 CMR 500.030(2). Such personnel screenings and records will be maintained in accordance with 935 CMR 500.030(3).

All personnel records will be kept for: employee references and verification of such references, signed anti-diversion documentation, training, performance evaluations, disciplinary action, notification of employee separation from Charles River, background information as required by regulations, and notice of a completed Responsible Vendor Program.

It is expected that all employees will submit to a CORI background check. All employees will be provided with a comprehensive Employee Handbook, and will be required to complete at least eight hours of training annually, and Charles River anticipates training opportunities will be abundant, and consistent over time.

The Employee Handbook will be developed according to applicable regulations, and will be in line with best practices in the industry and Human Resources standards. Charles River believes that a well-crafted and effective employee handbook will support the success of the business as well as contribute to a healthy workplace environment. A non-exhaustive list of topics which will be covered in the Employee Handbook is attached as an appendix to this application. Charles River will likely contract with a Human Resources professional to draft, maintain, and update the Employee Handbook.

Charles River will have a staffing plan and records in compliance with 935 CMR 500.105(9). 935 CMR 500.105(1)

Said plan will include best practices including:

- Alcohol, smoke, and drug-free workplace policies.
- A plan describing how confidential information will be maintained.
- A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

Yamba Boutique – Charles River Remedies, LLC/ Diversity Plan

A plan to promote equity among minorities, women, veterans, people with disabilities, and LGBTQ+.

Charles River Remedies, LLC. acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and 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.

Specific Goals

Yamba has the following goals for hiring

- **60% women**
- **40% minorities**
- **30% veterans**
- **10% persons with disabilities ▪ 10% LGBTQ+**

Cannabis Industry Market Entrance- (for 10-20 individuals) Provide access for minorities, women, veterans, people with disabilities, and people of LGBTQ+, to achieve their goals of entering the adult-use marijuana industry as employees with hiring plan and focused advertising.

Assist and Increase access to and number of Cannabis Industry career opportunities, management positions, for Minorities, Women, Veterans, People with disabilities; and LGBTQ+.with Diverse and Innovative Advertising and Prioritized Employment

Opportunities for 10-20 individuals

Support Diverse Workforce, improved work environments, and success for diverse workforce for Annual Diversity Forums and/or Surveys for all employees (20 or more) to promote diversity in establishment and equity in marijuana industry among minorities, women, veterans, people with disabilities, and LGBTQ+.

Programs

*(all programs to be completed within 12 months of receiving provisional license from CCC)
Charles River Remedies, LLC has established specific programs and goals to promote equity*

for the following listed groups.

- 1. Minorities;*
- 2. Women;*
- 3. Veterans;*
- 4. People with disabilities; and 5. LGBTQ+.*

1. Diverse and Innovative Advertising Hiring, Promotion and Prioritized Employment Opportunities to effect 10-20 individuals

Will Advertise employment opportunities quarterly (4 times a year) to adult specialty publications online (**Linked-In, Indeed.com - job search sites**) **Cambridge Day (local Cambridge Newspaper) (Boston Banner- Black Boston Newspaper)** print and other media, adult career centers, internal quarterly newsletters, that we are looking to employ and promote members of following groups. Advertising will be specifically targeted to adult populations that include the following groups...

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and 5. LGBTQ+.

This will be of benefit to above groups by way of a more diverse work environment and quality jobs and employment.

Charles River Remedies, LLC will develop internal processes to be implemented on an ongoing, basis , and to be reviewed annually, that will prioritize our company application, hiring plan, promotions, and retention of board members, contractors, executives, employees, managers, and service providers for those who are minorities, women, veterans, people with disabilities, and LGBTQ+ in the operations of the Marijuana Establishment.

Will develop procedures for preference to contract and work with companies listed on Massachusetts SDO Business listing website.
<https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>

2. Annual Diversity Forums and/or Surveys

We will survey our employees (20+) on diversity issues once a year or provide an online forum for diversity issues, to be reviewed annually. Subjects and questions about things such as leadership, hiring and recruitment, management, respect, fairness, and the work environment will be included. This will promote equity among minorities, women, veterans, people with disabilities, and LGBTQ+ in the larger Marijuana Industry, and support diverse hiring and promotion at establishment.

MEASUREMENTS

Charles River Remedies, LLC will track and record both qualitative and quantitative information to measure effectiveness of programs. The number of

- Individual hires
- Promotions
- Positions
- Surveys, subjects and numbers of participants
- Number and type/medium of Advertising, how much is spent on same
- Total cost/s of diversity programming.
- Diversity survey results
- Documentation of progress or success annually
- Advertising, costs, responses and participation numbers will be recorded to serve as a basis to gauge diversity gains and improvement.

EMPLOYEE STAFFING AND TRAINING PLAN

Charles River has a three-part Employee Staffing and Training Plan:

1. **Applicant Sourcing.** Applicants will be sourced through numerous channels, including, but not limited to, postings on job boards, referrals by owners and current employees, and referrals by trusted local community agencies.
2. **Applicant Screening.** Screening will be conducted through a rigorous interview process in which candidates will be interviewed by management and by owners, as well as an in- depth background check. Candidates will also be subject to a complete background check by the Cannabis Control Commission in order to receive a registered agent license.
3. **Responsible Vendor Program and other Training.** Upon successful completion of the interview and background check, applicants will be required to participate in a Responsible Vendor Program, as required by 935 CMR 500.105(2)(b), Business and Operations Training, and Diversity Training (as discussed elsewhere in this Application). After initial completion of the Responsible Vendor Program, all employees will receive a minimum of eight hours of training annually. As required, all owners, managers and employees will participate annually in the Responsible Vendor program. The CCC may access training records as necessary and upon request and records will be retained for four (4) years. Upon hiring, all employees will be required to read and demonstrate their understanding of the Employee Handbook, which will be provided to them. Details of the content of this Handbook are found in an appendix to this Application.

New Employee Orientation sessions will be held on a regular basis. During these sessions, Charles River will train employees in the skills required to properly execute the duties of their positions and for the compliant, successful and safe operation of the retail facility. Employees will also be made familiar with 935 CMR 500.00 et. seq., standard operating procedures and protocols for the retail facility, security policies and procedures, prevention of diversion, and proper employee-customer, and employee-vendor interaction. Before being allowed to operate within the retail facility, employees will be required to demonstrate that they understand what they have been taught, through an interactive review process with management. Positions that Charles River anticipates for the successful and efficient operation of the retail establishment are as follows:

Retail

- Store Manager (supervising all operations)
- Security Manager (supervising all security related matters)
- Reception/Check-in Agent
- Registered Sales Agents
- Data & Marketing Manager
- Information Technologist

Roles and Responsibilities

The responsibilities of each position within the dispensary will be broken down as detailed below.

Store Manager:

- Ensures that the store facility is in tip top shape and conducive enough to welcome customers (This includes turning on equipment such as computers, scales, printers and fax machines)
- Ensures that goods and products are properly arranged
- Responsible for processing orders
- Responsible for sterilizing the counter tops, scales, and other medication measuring devices
- Handles administrative and bookkeeping tasks, inventory control, stocking shelves, and data entry
- Performs monthly inventory counts, file paperwork, and stock inventory
- Responsible for managing the daily activities in the company (dispensary store) providing advice about health issues, symptoms and medications in response to customer enquiries
- Responsible for recruiting, training and managing staff
- Responsible for processing orders and dispensing medication
- Responsible for ordering, selling and controlling medicines and other stock
- Responsible for meeting medical representatives
- Responsible for managing the organizations' budgets
- Responsible for keeping statistical and financial records
- Responsible for preparing publicity materials and displays
- Handles marketing services
- Interfaces with third – party providers (vendors)
- Controls the sales floor inventory
- Supervises the entire sales staff and workforce
- Handles any other duty as assigned by the CEO

Security Manager:

- Responsible for managing all security matters.
- Responsible for compliance with State security protocols.
- Responsible for continued education on security training and best practices of STI staff and management.

Reception/Check-in Agent:

- Responsible for ensuring only patients and customers 21 years of age or older are checked-in and allowed into the building.

Registered Sales Agents:

- Greets with our customers with a smile and compassion
- Listen to the needs of each customer to best educate and recommend products
- Receives payments on behalf of the organization
- Issues receipt to customers
- Ensures that the store facility is in tip top shape and conducive enough to welcome customers (This includes turning on equipment such as computers, scales, printers and fax machines)
- Ensures that goods and products are properly arranged
- Responsible for processing orders
- Responsible for sterilizing the counter tops, scales, and other medication measuring devices
- Handles administrative and bookkeeping tasks, inventory control, stocking shelves, and data entry
- Performs monthly inventory counts, file paperwork, and stock inventory
- Handles any other duty as assigned by the floor manager

Data & Marketing Manager:

- Manages external research and coordinates all the internal sources of information to retain the organizations' best customers and attract new ones
- Models demographic information and analyzes the volumes of transactional data generated by customer purchases
- Sources for clients for the company
- Responsible for promoting the company's image
- Responsible for creating marketing and sales strategies, etc.
- Represents the organization in some strategic business meetings
- Handles any other duty as assigned by ownership/the store manager

Information Technologist:

- Manages the organization website
- Handles ecommerce aspect of the business
- Responsible for installing and maintenance of computer software and hardware for the organization
- Manages logistics and supply chain software, Web servers, e-commerce software and

- POS (point of sale) systems
- Manages the organization's CCTV
- Handles any other technological and IT related duties

ENERGY COMPLIANCE PLAN

Charles River Remedies, the City of Cambridge, and the Commonwealth of Massachusetts share the common goal of reducing energy consumption and committing to green practices. In addition to meeting all energy efficiency standards and environmental regulations, the new build-out of Charles River Remedies retail facility will allow for sustainable practices that go above and beyond regulations.

Charles River Remedies plans to select fixtures, equipment, and systems that are the most efficient possible for the space. Charles River Remedies, lighting will be comprised of ultra-high-efficiency LED lighting sources wherever possible. HVAC systems will be state-of-the-art, which has the dual purpose of protecting Cannabis product and providing heating and cooling in the most energy efficient manner possible.

During Charles River Remedies retail facility construction process, there will be consultations with energy efficiency experts who will make recommendations to the build team. Charles River Remedies is committed to providing sufficient capital to the construction process such that no corners will be cut in regard to energy efficiency. Charles River Remedies also commits to a periodic review of energy efficiency, as technology in that field evolves rapidly, and new technologies are released to the public consistently. Capital improvements for energy efficiency purposes will be part of Charles River Remedies, long-term plan.

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

Charles River Remedies will opt for the most renewable energy mix available on the market.

RESTRICTING ACCESS TO INDIVIDUALS 21 OR OLDER

All employees and registered agents must be 21 years of age or older. All visitors must be 21 years of age or older. All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center.

Yamba is committed to restricting the sale of marijuana and marijuana products exclusively to customers over the age of 21. In order to ensure that this policy is strictly adhered to there will be two check points of valid state issued identification, one prior to being admitted to the retail location and the second at the point of sale. ID scanners will be utilized to help verify the validity of the identification.

This policy will be presented in detail at employee orientation and training and employees will be required to sign an attestation that they know and understand this policy. No employee will be allowed to work at the retail establishment or have access to the sales floor without this signed form. Customers will also be informed of this policy and informational pamphlets citing the potential dangers of marijuana as well as the risk of diversion and ways to mitigate this risk.

All marijuana sold at the retail location will exit the building in child proof packaging.