



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283716
Original Issued Date: 07/06/2022
Issued Date: 07/06/2022
Expiration Date: 07/06/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Coastal Roots, LLC

Phone Number: 781-422-1551 Email Address: brandon@coastalrootscannabis.com

Business Address 1: 112 Winter St.

Business Address 2:

Business City: Hanson

Business State: MA

Business Zip Code: 02341

Mailing Address 1: 112 Winter St.

Mailing Address 2:

Mailing City: Hanson

Mailing State: MA

Mailing Zip Code: 02341

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51

Percentage Of Control: 51

Role: Owner / Partner

Other Role:

First Name: Brandon

Last Name: Lynch

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49

Percentage Of Control: 49

Role: Owner / Partner

Other Role:

First Name: Samantha

Last Name: Carney

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Brandon

Last Name: Lynch

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$10000

Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Brandon

Last Name: Lynch

Suffix:

Marijuana Establishment Name: Coastal Roots LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Uxbridge

Marijuana Establishment State: MA

Individual 2

First Name: Samantha

Last Name: Carney

Suffix:

Marijuana Establishment Name: Coastal Roots LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Uxbridge

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 374 West Street

Establishment Address 2: Unit B

Establishment City: Uxbridge

Establishment Zip Code: 01569

Approximate square footage of the Establishment: 25000

How many abutters does this property have?:

9

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

Cultivation Tier:

Cultivation Environment:

Date generated: 08/01/2022

Page: 2 of 6

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	2022-03-24 Coastal Roots LLC - Plan to Remain Compliant with Local Zoning.pdf	pdf	623cf5d9c91bef00094989f2	03/24/2022
Certification of Host Community Agreement	2022-01-12 Coastal Roots -HCA Certification Form (Executed).pdf	pdf	623cf61753957f00086850e7	03/24/2022
Community Outreach Meeting Documentation	2022-04-05 Coastal Roots LLC - Updated COM Attestation and Attachments (Added Attendee #).pdf	pdf	624caf5f53957f0008764eca	04/05/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	2022-03-24 Coastal Roots LLC - Positive Impact Plan.pdf	pdf	623cf79ac91bef0009498b4e	03/24/2022
Other	2022-03-24 Coastal Roots LLC - NEVA Donation Letter.pdf	pdf	623cf79b53957f0008685199	03/24/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:

First Name: Brandon Last Name: Lynch Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 2

Role: Owner / Partner Other Role:

First Name: Samantha Last Name: Carney Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Date generated: 08/01/2022

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Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	2020-07-01 Coastal Roots LLC - Certificate of Organization.pdf	pdf	623cfbc3c91bef0009498d46	03/24/2022
Secretary of Commonwealth - Certificate of Good Standing	2022-01-04 Coastal Roots LLC - SOC Good Standing Cert.pdf	pdf	623cfbc453957f0008685391	03/24/2022
Department of Revenue - Certificate of Good standing	2022-01-05 Coastal Roots LLC - DOR Good Standing Cert.pdf	pdf	623cfbc653957f00086853a5	03/24/2022
Secretary of Commonwealth - Certificate of Good Standing	2022-01-05 Coastal Roots LLC - DUA Good Standing Cert.pdf	pdf	623cfbc7c91bef0009498d5a	03/24/2022
Bylaws	2022-03-30 Coastal Roots LLC - Operating Agreement (Fully Executed).pdf	pdf	62461ad9c91bef000951f586	03/31/2022

No documents uploaded

Massachusetts Business Identification Number: 001445626

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	2022-03-24 Coastal Roots LLC - Proposed Timeline.pdf	pdf	623cfd54c91bef0009498db6	03/24/2022
Plan for Liability Insurance	2022-03-24 Coastal Roots LLC - Letter of Intent for Coverage (Cultivation).pdf	pdf	623cfd5f53957f0008685420	03/24/2022
Business Plan	3-31-22 Coastal Roots LLC -Business Plan) .docx (5).pdf	pdf	62467337c91bef00095228be	03/31/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	2022-03-31 Coastal Roots LLC - Procedures for Cultivating.pdf	pdf	6246237d53957f000870b904	03/31/2022
Storage of marijuana	2022-03-31 Coastal Roots LLC - Storage of Marijuana.pdf	pdf	624623d653957f000870b9c1	03/31/2022
Transportation of marijuana	2022-03-31 Coastal Roots LLC - Transportation of Marijuana.pdf	pdf	624623d7c91bef000951fea4	03/31/2022
Prevention of diversion	2022-03-31 Coastal Roots LLC - Prevention of Diversion.pdf	pdf	624623d853957f000870b9dc	03/31/2022
Restricting Access to age 21 and older	2022-03-31 Coastal Roots LLC - Restricting Access to Age 21+.pdf	pdf	624623d953957f000870b9ff	03/31/2022
Security plan	2022-03-31 Coastal Roots LLC - Security Plan.pdf	pdf	624623dac91bef000951fec4	03/31/2022
Inventory procedures	2022-03-31 Coastal Roots LLC - Inventory	pdf	62462402c91bef000951ff26	03/31/2022

	Procedures.pdf			
Maintaining of financial records	2022-03-31 Coastal Roots LLC - Maintaining of Financial Records.pdf	pdf	62462403c91bef000951ff3a	03/31/2022
Personnel policies including background checks	2022-03-31 Coastal Roots LLC - Personnel Policies Including Background Checks.pdf	pdf	6246240453957f000870ba91	03/31/2022
Quality control and testing	2022-03-31 Coastal Roots LLC - Quality Control and Testing.pdf	pdf	6246240553957f000870baa5	03/31/2022
Record Keeping procedures	2022-03-31 Coastal Roots LLC - Recordkeeping Procedures.pdf	pdf	62462406c91bef000951ff4e	03/31/2022
Qualifications and training	2022-03-31 Coastal Roots LLC - Qualifications and Training.pdf	pdf	6246241b53957f000870bac0	03/31/2022
Energy Compliance Plan	2022-03-31 Coastal Roots LLC - Energy Compliance Plan.pdf	pdf	6246241cc91bef000951ff7e	03/31/2022
Diversity plan	2022-03-31 Coastal Roots LLC - Diversity Plan.pdf	pdf	6246241d53957f000870bad4	03/31/2022

ATTESTATIONS

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

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

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

Notification:

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

I 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: Open 24 Hours Monday To: Open 24 Hours

Tuesday From: Open 24 Hours Tuesday To: Open 24 Hours

Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

Coastal Roots LLC

Adult Use Marijuana Establishment for Cultivation and Product Manufacturing
374 West Street, Uxbridge, MA, Worcester County

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Coastal Roots LLC (the Applicant) is seeking marijuana product manufacturing and cultivation licenses at 374 West Street in the Town of Uxbridge, MA (the Town). The site is located within the Town's Industrial B (IB) zoning district and this marijuana is allowed by right, by building permit, in this zone.

The Applicant is committed to remaining compliant with all applicable zoning bylaws of the Town of Uxbridge, MA, including, but not limited to Chapter 400, ZONING BYLAWS, § 400-23. Pursuant to § 400-23(B)(1), Applicant has secured a Host Community Agreement with the Town. Applicant's cultivation and production facility is to be located at 374 West Street, which falls within the Industrial B zoning district and which complies with the requirements of § 400-23(B)(2). Pursuant to § 400-23(B)(3), Applicant's facility does not violate the 750-foot minimum distance buffer required between a marijuana establishment and a public/private school serving grades K-12. Applicant shall remain compliant with all applicable zoning requirements, both those enumerated herein that are specifically applicable to marijuana facilities, and to all other applicable zoning bylaws governing front-, side-, and rear- lot setbacks, curb cuts, signs, emergency vehicle access, and shall further remain in compliance with the terms of its certificate of occupancy. Applicant shall also obtain a license from the Board of Selectmen pursuant to Uxbridge General Bylaws, Section 60, on "Marijuana Licenses".

The time frame for obtaining permits for this marijuana establishment is estimated to be: A building permit with professional engineer stamped/signed plans submitted for application for building permit (30 days to issue upon confirmation that submitted construction filings and plans comply with building code); a certificate of use and occupancy permit application (15 to 30 days to obtain).

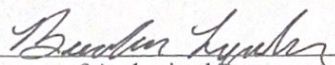
END OF COMPLIANCE PLAN

Host Community Agreement Certification Form

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

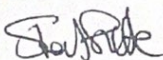
Applicant

I, Brandon Lynch, (*insert name*) certify as an authorized representative of Coastal Roots LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Uxbridge (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 11/13/2022 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, Steven Sette, Town Manager, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Uxbridge (*insert name of host community*) to certify that the applicant and Town of Uxbridge (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 11/24/2022 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

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):

3/9/22
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

2/23/22

b. Name of publication:

Worcester
Telegram &

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:

2/23/22

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

a. Date notice(s) mailed:

2/23/22

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



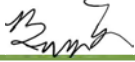
Name of applicant:

Coastal Roots LLC

Name of applicant's authorized representative:

Brandon Lynch

Signature of applicant's authorized representative:



03 / 24 / 2022



Virtual Community Outreach Meeting Documentation

Coastal Roots LLC ("Coastal Roots") hosted a virtual Community Outreach Meeting on the Zoom platform at 6:00pm on March 9, 2022. The virtual meeting was recorded and can be viewed at the link below:

<https://www.youtube.com/watch?v=dDouXUovE3Y>

Coastal Roots received permission from an authorized representative of the local municipality to host this meeting. That permission is included on the next page.

There were three attendees at the meeting.



Quinn Heath <quinn@mensinggroup.com>

Request to Host Meeting Virtually - Coastal Roots LLC

Steven Sette <ssette@uxbridge-ma.gov>
To: Quinn Heath <quinn@mensinggroup.com>

Wed, Mar 23, 2022 at 9:24 AM

Good Morning Quinn,

You can hold the meeting as a virtual meeting of you'd like.

Steve Sette

From: Quinn Heath <quinn@mensinggroup.com>
Sent: Wednesday, March 23, 2022 9:21 AM
To: Steven Sette <ssette@uxbridge-ma.gov>
Cc: Ellen Welch <EWelch@uxbridge-ma.gov>
Subject: Re: Request to Host Meeting Virtually - Coastal Roots LLC

Hello Town Manager Sette:

I am just following up on this final request for a virtual format for a cannabis business' informational outreach meeting. Our office has hosted this community meeting by Zoom, but can certainly reschedule and rehost if the Town of Uxbridge would prefer that Coastal Roots LLC have a physical meeting for the 9 property abutters and other interested community members.

Note that you won't be receiving any more of these requests from our office, as the Cannabis Control Commission's virtual meeting order is currently slated to sunset on April 1st.

Thank you for your attention to this request!

Best,

Quinn Heath, Esq.

Associate
The Mensing Group LLC

Quinn@MensingGroup.com | (480) 628-1251

BBO: #709258

Unions

Continued from Page 1A

for the CIR SEIU, at 6 p.m. Dec. 31. It references a letter from October in support of the MNA.

“In light of our commitment to work with Tenet in a positive manner, it was wrong for us to insert ourselves in MNA’s dispute and it was wrong for us to request that you do so as well,” the retraction letter continues. “We acknowledge that Tenet is committed to reaching a quick and fair resolution of the strike at St. Vincent and we therefore retract our request that you intervene on behalf of MNA.”

The letter also retracts numerous statements or implications from the letter it sent in October.

“We implied that Tenet’s bargaining position is having a negative impact on patient care at hospitals throughout the Commonwealth. In truth, we have no evidence that this is in fact the case,” the Dec. 31 letter states. “We stated that Tenet made a callous decision to close beds and services rather than reach an equitable agreement to end the strike. We have no knowledge of the factors Tenet considered in making any of its decisions and we therefore had no factual basis on which to characterize its decision in derogatory terms.”

Other retracted statements include that:

- Returning striking nurses to their pre-strike positions was “essential.”
- The decision to replace some striking nurses was “unfair and potentially dangerous.”
- The MNA’s goal for the strike was “to better protect the community.”
- And the “MNA’s strike is a pivotal fight to stand up against corporate greed and blatantly retaliatory labor practices.”

A spokesman for the CIR SEIU, which represents more than 20,000 resident physicians across the country including over 1,300 in Massachusetts, said the union had no comment beyond the Dec. 31 letter. The SEIU settled a contract at MetroWest Medical Center Framingham Union Hospital, which is also owned by Tenet, in July.

The retraction comes after the CIR SEIU, along with other unions, offered support to the nurses during their 301-day strike.

In a letter dated Oct. 28 and titled CIR SEIU Letter in Support of MNA, Andrew Hyatt, Massachusetts regional vice president of the union, said the union was “writing to ask all Massachusetts public officials to take any and all steps necessary to support the 700 courageous registered nurses of St. Vincent Hospital in Worcester as they seek an equitable resolution to their historic strike...”

That original letter was actually delivered Oct. 18, according to a public records request. In a cover letter to Mayor Joseph M. Petty, CIR SEIU Political Coordinator Coralie Schubert wrote that the union members “stand in solidarity with the members of the (MNA) of St. Vincent Hospital in Worcester.”

But that support did not last and the retraction came to light after it was shared with staff at St. Vincent Hospital Feb. 4.

“The SEIU recently issued the attached letter to elected officials regarding the strike at (St. Vincent Hospital),” hospital CEO Carolyn Jackson wrote to staff in an email sharing the letter. “On behalf of the entire (St. Vincent Hospital) community, I want to thank the SEIU for its commitment to a positive relationship, and we look forward to maintaining that relationship for years to come.”

Asked to comment further on the letter, the hospital said it had “a great working relationship” with the SEIU and was “grateful for their commitment to a positive relationship.”

“We look forward to keeping that relationship strong in the years to come,” hospital spokesman Matthew Clyburn said.

MNA: Retraction letter ‘old news’

In a statement, the MNA called the retraction letter “old news” and suggested the National Right to Work Foundation — who is representing a nurse trying to decertify the MNA as the union for nurses at St. Vincent Hospital — “resurrected” the letter.

“The strike is over, the contract, which was negotiated with Tenet, was overwhelmingly ratified on Jan. 4, and includes improvement to nurse staffing levels along with significant improvements in the wages and benefits for all nurses now covered by the agreement,” MNA spokesman David Schildmeier said. “Since ratifying that agreement, the nurses’ overriding priority has been to get back to work caring for their patients, and working with their colleagues to build a positive future for the hospital going forward. As to the letter, this is clearly an internal matter within SEIU dealing with a communication with policymakers that took place five months ago and has no bearing on St. Vincent Hospital today.”

The National Right to Work Foundation denied involvement.

“MNA union bosses are apparently making things up to attempt to deflect attention from their own divisive behavior, their widespread violations of nurses’ rights including their illegal dues demands, and now from the fact that another union is contradicting their claims regarding the hospital’s actions during the strike,” NRW Vice President Patrick Semmens said. Semmens then cited the retraction letter’s statements that Tenet was within its legal right to replace striking nurses and that the decision to do so “was the opposite of dangerous” and “necessary in order to ensure St. Vincent’s patients continued to receive the highest quality of care during MNA’s strike.

“That is a pretty noteworthy admission from the SEIU,” Semmens said. “While it may be embarrassing to MNA officials, there is no reason nurses should be denied this information prior to voting whether or not to eject the union.”

Steve Striffler, director of the Labor Resource Center at UMass Boston, speculated that the CIR SEIU must have been threatened by a lawsuit in order to write such a letter.

“It seems to suggest that Tenet goes after everyone — makes it all the more impressive that the nurses stood their ground,” Striffler said.

LEGAL NOTICES

MORTGAGEE’S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Paul Blanchette and Kathleen Blanchette to “MERS”, Mortgage Electronic Registration Systems, Inc., a separate corporation that is acting solely as nominee for Lendia, Inc. “Lender”, and its successors and assigns dated October 5, 2005 and recorded with the Worcester County (Worcester District) Registry of Deeds, in Book 37522, Page 62, as assigned by Assignment of Mortgage dated April 23, 2012, recorded in Worcester County (Worcester District) Registry of Deeds, Book 48916, Page 232, and by Assignment dated March 21, 2016, recorded in Worcester County (Worcester District) Registry of Deeds, Book 55078, Page 19, and by Assignment dated July 19, 2017, recorded in Worcester County (Worcester District) Registry of Deeds, Book 57440, Page 88, and by Assignment dated August 27, 2019 and in Worcester County (Worcester District) Registry of Deeds, Book 61236, Page 26, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at **Public Auction at 11:00 AM, on March 16, 2022**, on the premises known as **31 Hudson Road, Oxford, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

The land together with the buildings thereon, in Oxford, Worcester County, Massachusetts, bounded and described as follows:

Parcel One

Beginning at the southeasterly corner of the tract to be conveyed at an iron pin on the westerly line of a town road known as Hudson Road, also being the northeasterly corner of other land now or formerly of Daniel C. Micolites and Minnie S. Micolites and said pipe is located two hundred seven and 60/100 (207.60) feet northerly, measured along the westerly line of said road, from the northeasterly corner of land now or formerly of Louis J. Edmond and located in the center line of a fifty (50) foot easement to the Tennessee Gas Transmission Company;

From said pipe; Thence by the westerly line of Hudson Road, North 13 degrees 02’ East, one hundred fifty (150.00) feet to an iron pipe at other land now or formerly of said Micolites;

Thence by said land of Micolites; North 78 degrees 45’ West, four hundred twenty-three and 60/100 (423.60) feet to a stake in a stone wall at land now or formerly of the E.P. Joslin;

Thence by wall and by land of heirs; South 2 degrees 00’ West, one hundred fifty-two and 40/100 (152.40) feet to an iron pipe in the center of said fifty (50) feet easement;

Thence by the center of said easement; South 78 degrees 45’ East, three hundred ninety-three and 60/100 (393.60) feet to the place of beginning.

Containing 61,678 square feet, more or less.

Excepting from the above an easement to the Tennessee Gas Transmission Co. three hundred ninety-three and 60/100 (393.60) feet long and twenty-five (25) feet wide adjoining the southerly line of the above described tract;

Being tract No. 2 as shown on a Plan of Land owned by Daniel C. and Minnie S. Micolites, Walter W. Brown, R.L.S. dated November 3, 1970 and recorded with the Worcester District Registry of Deeds in Plan Book 347, Plan 113.

Parcel Two

A certain parcel of land together with the buildings thereon, shown as Parcel “A” on a Plan of land in Oxford, Massachusetts drawn for Edward L. and Patricia Honson by Spafford Engineering dated October 28, 1992 and recorded with the Worcester District Registry of Deeds herewith as Plan Book 666, Page 89

Beginning at a point on the westerly side of Hudson Road, which point is the most southeasterly corner of the lot to be conveyed;

Thence North 78 degrees 45’ W. four hundred twenty-three and 60/100 (423.60) feet along other land of said Micolites to a point;

Thence North 04 degrees 25’ E. fifty-two (52) feet to a point;

Thence South 78 degrees 45’ E. one hundred fifty-three (153) feet to a point;

Thence South 11 degrees 15’ W. thirty-five (35) feet to a point;

Thence South 78 degrees 45 E. one hundred fifty-three (153) feet to a point;

Thence South 28 degrees 35’ W. fifteen and seventy-one hundredths (15.71) feet to the point of beginning.

Containing 16,122 square feet, more or less.

Being the same premises as conveyed to grantor(s) in deed from Garry F. Bates and Tanya L. Bates dated December 10, 2004 and recorded with the Worcester County Registry of Deeds in Book 35274, Page 291.

Terms of Sale: These premises are being sold subject to any and all unpaid real estate taxes, water rates, municipal charges and assessments, condominium charges, expenses, costs, and assessments, if applicable, federal tax liens, partition wall rights, statutes, regulations, zoning, subdivision control, or other municipal ordinances or bylaws respecting land use, configuration, building or approval. Servicing, and/or other notices or orders concerning the presence of lead paint, asbestos or other toxic substances, sanitary codes, housing codes, tenancy, and, to the extent that they are recorded prior to the above mortgage, any easements, rights of way, restrictions, confirmation or other matters of record.

Purchaser shall also bear all state and county deeds excise tax. The deposit of \$10,000.00 is to be paid in cash or bank or certified check at the time and place of the sale, with the balance of the purchase price to be paid by bank or certified check within forty-five (45) days after the date of the sale, to be deposited in escrow with Guetta and Benson, LLC, at 73 Princeton Street, Suite 208, North Chelmsford, Massachusetts.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of the Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by foreclosure under the second highest bidder or, thereafter, to the next highest bidders, providing that said bidder shall deposit with said attorney, the amount of the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder.

Other terms, if any, are to be announced at the sale.

Dated: February 18, 2022

Present holder of said mortgage
U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-2, as Trustee
by its Attorneys
Guetta and Benson, LLC
Peter V. Guetta, Esquire
P.O. Box 519
Chelmsford, MA 01824
February 23, March 02, 09, 2022

Conservation Commission
Notice of Public Hearing

The Oxford Conservation Commission will hold a Public Hearing on Wednesday, March 2, 2022 at 7:05 p.m., at the Oxford Senior Center, 323 Main Street, Oxford, for a Request for Determination of Applicability by the Oxford Planning Board, 125 Albany Ave., Oxford, MA in accordance with MGL Chapter 131, Section 40, Wetlands Protection Act for an installation of an above ground pool, shed and associated site work at 125 Salem Ave. Oxford, MA. This notice may also be viewed at <http://masspublicnotices.org>.

Paul Cunningham, Chairman
February 23, 2022

The Town of Douglas, MA invites bids for materials and construction services necessary to install windows in the Municipal Center Gymnasium located at 29 Depot Street, Douglas. Bid packages may be obtained from the Town website, www.townofdouglas.com. Bids are due no later than 12:00 PM Friday, March 11, 2022 at the Board of Selectmen’s Office, 29 Depot Street, Douglas, at which time they will be opened and read. The contract will be awarded to the responsible and responsive bidder offering the lowest price for the work. Douglas is an Equal Opportunity Employer and Service Provider.

February 23, March 02, 2022

SHREWSBURY PLANNING BOARD
SHREWSBURY, MASSACHUSETTS

LEGAL NOTICE

The Shrewsbury Planning Board will hold a public hearing on Thursday evening, **March 3, 2022, at 7:00 PM**, in the Selectmen’s Hearing Room at the Richard D. Carney Municipal Office Building, 100 Maple Avenue, to hear the application of Demoulas Supermarkets, Inc., 875 East Street, Tewksbury, MA 01867, for Site Plan Modification by the Planning Board as required by the Town of Shrewsbury Zoning Bylaw, Section VII.F.3, to revise and decrease the footprint of the two (2) previously approved outbuildings and the attached retail space as shown on plans entitled, “Edgemere Crossing at Flint Pond”, dated June 19, 2019, and revised through February 9, 2022; prepared by RJ O’Connell & Associates, Inc., 80 Montvale Avenue, Stoneham, MA, 02180, stamped by John J. Stoy, P.E., and consisting of seven (7) sheets. The subject project is located on the south side of Hartford Turnpike and consists in whole or in part of Shrewsbury Assessor’s Tax Plate 52, Plot 128000.

A copy of the application and plans may be seen in the Office of the Planning and Economic Development Department at the Richard D. Carney Municipal Office Building, 100 Maple Avenue, Shrewsbury, MA, and on the Planning Board website at <https://shrewsburyma.gov/905/Meeting-Materials>.

SHREWSBURY PLANNING BOARD
Joseph A. Thomas, Jr., Clerk
February 16, 2022, February 23, 2022

Shrewsbury Planning Board will hold a public hearing on **Thursday evening, March 3, 2022, at 7:00 PM**, in the Selectmen’s Hearing Room at the Richard D. Carney Municipal Office Building, 100 Maple Avenue, Shrewsbury, MA, and on the Planning Board website at <https://shrewsburyma.gov/905/Meeting-Materials>.

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February 23, 2022

To Whom it May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, March 9, 2022 at 6:00 P.M. In light of COVID-19, the meeting will be held via Zoom Meeting:

Link: <https://us06web.zoom.us/j/83919879659>

Dial-in #: (929) 205-6099

Meeting ID: 839 1987 9659

The proposed Marijuana Cultivator and Marijuana Product Manufacturer is anticipated to be located at 374 West Street, Unit B, Uxbridge, MA 01569. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Coastal Roots LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com



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		Postmaster, per (name of receiving employee)		
USPS® Tracking Number Firm-specific Identifier		Address (Name, Street, City, State, and ZIP Code™)		
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2.				
3.				
4.				
5.		Kelly Cote, Town Clerk Uxbridge Town Hall 21 South Main Street UXBRIDGE, MA 01569		
6.		Planning Board Uxbridge Town Hall 21 South Main St #205 UXBRIDGE, MA 01569		



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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)				
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Email: Blake@MensingGroup.com



300 foot Abutters List Report

Uxbridge, MA
February 22, 2022

Subject Property:

Parcel Number: 28_4152
CAMA Number: 28_4152_
Property Address: 374 WEST ST

Mailing Address: UXBRIDGE SPORTS LTD PARTNERSHI
374 WEST ST
UXBRIDGE, MA 01569

Abutters:

Parcel Number: 27_4832
CAMA Number: 27_4832_
Property Address: 355 WEST ST

Mailing Address: [REDACTED]
UXBRIDGE, MA 01569

Parcel Number: 28_2595
CAMA Number: 28_2595_
Property Address: 630 DOUGLAS ST

Mailing Address: [REDACTED]
UXBRIDGE, MA 01569

Parcel Number: 28_3733
CAMA Number: 28_3733_
Property Address: 350 WEST ST

Mailing Address: [REDACTED]
UXBRIDGE, MA 01569

Parcel Number: 28_4142
CAMA Number: 28_4142_
Property Address: 1 LONG MEADOW RD

Mailing Address: [REDACTED]
UXBRIDGE, MA 01569

Parcel Number: 28_4173
CAMA Number: 28_4173_
Property Address: 395 WEST ST

Mailing Address: [REDACTED]
UXBRIDGE, MA 01569

Parcel Number: 33_123
CAMA Number: 33_123_
Property Address: 394 WEST ST

Mailing Address: [REDACTED]
WOONSOCKET, RI 02895

Parcel Number: 33_151
CAMA Number: 33_151_
Property Address: 405 WEST ST

Mailing Address: [REDACTED]
UXBRIDGE, MA 01569

Parcel Number: 33_198
CAMA Number: 33_198_
Property Address: 400 WEST ST

Mailing Address: [REDACTED]
UXBRIDGE, MA 01569

Parcel Number: 33_342
CAMA Number: 33_342_
Property Address: 600 HIGH ST

Mailing Address: [REDACTED]
WORCESTER, MA 01608









www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.









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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)		
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3.	[REDACTED] WORCESTER, MA 01608			 U.S. POSTAGE PAID CAMBRIDGE, MA 02139 FEB 23, 22 AMOUNT \$1.65 R2304N118295-38
4.	[REDACTED]			 U.S. POSTAGE PAID CAMBRIDGE, MA 02139 FEB 23, 22 AMOUNT \$1.65 R2304N118295-38
5.	[REDACTED]			 U.S. POSTAGE PAID CAMBRIDGE, MA 02139 FEB 23, 22 AMOUNT \$1.65 R2304N118295-38
6.	[REDACTED]			 U.S. POSTAGE PAID CAMBRIDGE, MA 02139 FEB 23, 22 AMOUNT \$1.65 R2304N118295-38

POSITIVE IMPACT PLAN

Governed by: M.G.L. ch. 94G, §4 and 935 CMR 500.101(1)(a)(11)

Coastal Roots LLC (“Coastal Roots” or “the Company”) is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition. Coastal Roots’ Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy.

The Cannabis Control Commission has identified the following Groups as those that should be targeted and supported:

1. Certified Economic Empowerment recipients;
2. Social Equity Program participants;
3. Past or present residents of the geographic areas of disproportionate impact (“ADI”), which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have past drug convictions.

To support such populations, Coastal Roots has created a Positive Impact Plan, summarized below, and has identified numerous goals and priorities.

GOALS

#1 - Provide Massachusetts residents from ADIs with increased access to education and/or job training in the cannabis industry by giving financial support in the amount of \$2,500 per year to *New England Veteran’s Alliance, Inc.*

#2 - Provide at least 5 Massachusetts residents per year who have past drug convictions or who have parents or spouses who have had drug convictions with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry and the workforce in general.

PROGRAMS

Our commitment to positively impact disproportionately harmed populations is an essential part of the company’s ethos. Specifically, to implement the defined Goals, Coastal Roots will:

1. Give an annual donation of \$2,500 to *New England Veteran’s Alliance, Inc. (NEVA)*. NEVA endeavors to develop skills for its members through mentoring, educational and informational events with cannabis industry networking opportunities, and to provide financial support to allow them to continue to provide cultivation education and peer support groups for Veterans in Massachusetts. Funds donated will support two *New England Veteran’s Alliance, Inc.* programs that provide: (1) education to veterans on cannabis cultivation; and (2) peer support groups for veterans. *New England Veteran’s Alliance, Inc.* has a membership consisting heavily of Massachusetts residents

Coastal Roots LLC

disproportionately impacted by the War on Drugs, including residents in Cannabis Control Commission defined “areas of disproportionate impact” and individuals who have had a past drug conviction and have lived in the Commonwealth of Massachusetts within the last 12 months. A donation to NEVA will help residents of areas of disproportionate impact increase their chances of receiving a position in the cannabis industry through mentorship, educational, and information events in addition to networking opportunities with cannabis companies.

The donation to New England Veteran’s Alliance will directly assist individuals from areas of disproportionate impact and disproportionately impacted by the War on Drugs as that phrase is defined by the Commission. The New England Veteran’s Alliance runs a “Veterans Cultivation Program” that supports veterans—including a heavy membership from ADIs as defined by the Commission—in learning the cultivation skills necessary to participate in the cannabis industry. The New England Veteran’s Alliance has membership and leadership who are from geographic areas of disproportionate impact, and individuals with past cannabis drug convictions and their spouses or family members. The New England Veteran’s Alliance tracks its members and program attendees who are members of the ADI groups and can provide a report to Coastal Roots LLC each year to ensure that funds are supporting those groups. The attached letter from New England Veteran’s Alliance describes in detail how the funds from Coastal Roots LLC will be used to support individuals from Areas of Disproportionate Impact.

2. Host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. The workshop will also assist individuals through the sealing process with the courts or probation department. The workshop will be advertised in print and online sources to include ADI and local newspapers. Specific sources utilized will include, *The New Uxbridge Times*. The workshop will be held at Coastal Roots’s facilities, and will each have a capacity of at least 5 participants. The topics for the workshops will include practical training and information that will assist Massachusetts residents to identify and seal eligible drug convictions.

MEASUREMENTS

Coastal Roots will develop specific initiatives, creating partnerships and achieving measurable outcomes to ensure that Coastal Roots meets the Plan’s goals. We will audit the progress of the plan annually upon provisional license renewal and will disclose tracked measurement metrics. Metrics tracked will include the following:

1. At the end of each year, Coastal Roots will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to NEVA as outlined above. Coastal Roots will continue to assess the viability and impact of financial donations made and annually review donation amounts. NEVA will provide an annual report to Coastal Roots summarizing the use of the funds, as well as indicating the number of veterans participating in the programs are from an area of disproportionate impact and/or whether the particular program assisted veterans with past

Coastal Roots LLC

drug convictions.

2. Coastal Roots will document the record sealing workshop date, the topics discussed, the number of attendees, to which targeted group the attendees belong and referral sources. Participating individuals or businesses will be asked to complete an assessment of the program which will provide insight into the demographics of the attendees, the helpfulness and clarity of the topics presented as well as suggestions for future programs.

DISCLOSURES

Coastal Roots acknowledges 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, by Coastal Roots will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Coastal Roots understands that the progress or success of this plan must be demonstrated upon each annual license renewal period in conformity with *935 CMR 500.103(4)(b)*.



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: 0014456261. The exact name of the limited liability company is: COASTAL ROOTS, LLC

2a. Location of its principal office:

No. and Street: 112 WINTER STREET
City or Town: HANSON State: MA Zip: 02341 Country: USA

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

No. and Street: 112 WINTER STREET
City or Town: HANSON State: MA Zip: 02341 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:

PRODUCT MANUFACTURING FACILITY PRODUCING ORGANIC HERBAL EDIBLES AND FOR ANY OTHER PURPOSE FOR WHICH LIMITED LIABILITY COMPANIES MAY BE FORMED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: GARY M. HOGAN, ESQ.
No. and Street: 300 CROWN COLONY DRIVE, SUITE 500
City or Town: QUINCY State: MA Zip: 02169 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	BRANDON LYNCH	112 WINTER STREET HANSON, MA 02341 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
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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	BRANDON LYNCH	112 WINTER STREET HANSON, MA 02341 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of July, 2020,
/S/ BRANDON LYNCH

(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:

July 01, 2020 02:22 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

January 4, 2022

TO WHOM IT MAY CONCERN:

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

COASTAL ROOTS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 1, 2020.**

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:
BRANDON LYNCH, SAMANTHA CARNEY

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

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



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

William Francis Galvin
Secretary of the Commonwealth

Processed By: TAA



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

mass.gov/dor

Letter ID: L1639074496
Notice Date: January 5, 2022
Case ID: 0-001-395-662



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



COASTAL ROOTS, LLC
112 WINTER ST # HANSON
HANSON MA 02341-1168

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

Visit mass.gov/dor 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



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



382518544

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Coastal Roots, LLC
112 WINTER ST
HANSON, MA 02341

EAN: 22178386
January 05, 2022

Certificate Id:54676

The Department of Unemployment Assistance certifies that as of 1/4/2022 ,Coastal Roots,LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

**COASTAL ROOTS, LLC
OPERATING AGREEMENT**

This Operating Agreement (this “Operating Agreement”) of Coastal Roots, LLC, a Massachusetts limited liability company (the “Company”), is entered into as of March __, 2021 (the “Effective Date”) by and among the Company and the Members executing this Operating Agreement as of the date hereof. The Company, Members and Managers each are referred to herein separately as “Party” and are referred to herein collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Company was formed under the laws of the Commonwealth of Massachusetts by the filing of a Certificate of Organization with the Secretary of the Commonwealth (the “Secretary of State”) on July 1, 2020, in accordance with the Massachusetts Limited Liability Company Act (the “Massachusetts Act”); and

WHEREAS, the Members wish to enter into this Operating Agreement setting forth the terms and conditions governing the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 Definitions.

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

(a) “Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(1) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1367(a)(1); and

(2) debiting to such Capital Account the items described in Treasury Regulations Section 1367(a)(2).

(b) “Adjusted Taxable Income” of a Member for a Fiscal Year (or portion thereof) with respect to the Membership Interest held by such Member means the federal taxable income allocated by the Company to the Member with respect to its Membership Interest (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); *provided*, that such taxable income shall be computed minus any excess taxable loss or

excess taxable credits of the Company for any prior period allocable to such Member with respect to its Membership Interest that were not previously taken into account for purposes of determining such Member's Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect owners of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years.

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

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

(e) “BBA” means the Bipartisan Budget Act of 2015.

(f) “Book Depreciation” means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; *provided*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Managers in accordance with Treasury Regulations Section 1.167 and 1.168.

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

(1) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;

(2) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(3) the Book Value of all Company assets may, in the sole discretion of the Managers, be adjusted to equal their respective gross Fair Market Values, as determined by the Managers, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a *de minimis* Capital Contribution;

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.331;

(4) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to the relevant sections of the Code, but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.1366; *provided*, that Book Values shall not be adjusted pursuant to this paragraph (4) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (4); and

(5) if the Book Value of a Company asset has been determined pursuant to paragraph (1) or adjusted pursuant to paragraphs (3) or (4) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

(h) "Business Day" means a day other than a Saturday, Sunday, or any local, state, or federal holiday, or any other day on which commercial banks in the City of Boston are authorized or required to close.

(i) "Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

(j) "Code" means the Internal Revenue Code of 1986, as amended.

(k) "Economic Interest" means the share of profits and losses other distributions that an Economic Interest Owner is entitled to, but shall not include any right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to or otherwise authorize or participate in any decision of the Members or of the Company or any other matter subject to the vote or approval of members of a limited liability company under the Massachusetts Act or of the Members under this Agreement.

(l) "Economic Interest Owner" means the owner of an Economic Interest who is not a Member.

(m) “Electronic Transmission” means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

(n) “Estimated Tax Amount” of a Member for a Fiscal Year means the Member’s Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Managers. In making such estimate, the Managers shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as the Managers reasonably determine are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

(o) “Fair Market Value” of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Managers based on such factors as the Managers, in the exercise of their reasonable business judgment, consider relevant.

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

(q) “GAAP” means United States generally accepted accounting principles in effect from time to time.

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

(s) “Joinder Agreement” means the joinder agreement in form and substance attached hereto as Exhibit A and incorporated herein by reference.

(t) “Lien” means any mortgage, pledge, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever.

(u) “Managers” means each Person identified as of the date hereof as a Manager in Section 7.02(a). Only Members of the Company may serve as Managers.

(v) “Member” means (a) each Person identified on the Members Schedule as of the date hereof as a Member who has executed this Operating Agreement or a counterpart thereof; and (b) each Person who is hereafter admitted as a Member in accordance with the terms of this Operating Agreement and the Massachusetts Act, in each case so long as such Person is shown on the Company’s books and records as the owner of Membership Interests. The Members shall constitute “members” (as that term is defined in the Massachusetts Act) of the Company.

(w) “Membership Interest” means an interest in the Company owned by a Member, including such Member’s right (a) to its distributive share of Net Income, Net Losses and other items

of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Operating Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Operating Agreement or the Massachusetts Act. The Membership Interest of each Member shall be expressed as a percentage interest and shall be as set forth on the Members Schedule.

(x) “Net Income” and “Net Loss” mean, for each Fiscal Year or other period specified in this Operating Agreement, an amount equal to the Company’s taxable income or taxable loss, for such year or period (including any gain or loss realized on the sale or other disposition of assets), determined in accordance with the accounting method selected by the Company.

(y) “Operational” means the Company is generating revenues pursuant to its activities under Code of Massachusetts Operations, Title 935 CMR 500.000, “Adult Use of Marijuana.”

(z) “Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

(aa) “Quarterly Estimated Tax Amount” of a Member for any calendar quarter of a Fiscal Year means the excess, if any of (a) the product of (a) a quarter (1/4) in the case of the first calendar quarter of the Fiscal Year, half (1/2) in the case of the second calendar quarter of the Fiscal Year, three-quarters (3/4) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member’s Estimated Tax Amount for such Fiscal Year over (b) all distributions previously made during such Fiscal Year to such Member.

(bb) “Remaining Members” means all Members (other than an Offering Member), whose Membership Interests are subject to sale pursuant to Section 12.01, Section 12.02, or Section 12.03.

(cc) “Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

(dd) “S Corporation” means a small business company that has an election under Code §§ 1362(a)–(c) in effect to be an S corporation (within the meaning of Code § 1361(a)(1)).

(ee) “SBC” means an Entity that meets the requirements for being, or otherwise is treated as, or is deemed to be, a “small business corporation” within the meaning of Code § 1361(b)(f).

(ff) “Securities Act” means the Securities Act of 1933.

(gg) “Substituted Member” means any Person admitted to the Company as a Member in connection with the acquisition of another Member’s Membership Interest pursuant to the terms of this Agreement.

(hh) “Tax Amount” of a Member for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Membership Interest.

(ii) “Tax Rate” of a Member, for any period, means the highest marginal combined federal, state and local tax rate applicable to an individual residing in Boston, Massachusetts, taking into account (a) the character (for example, long-term or short-term capital gain, ordinary or exempt) of the applicable income and (b) if applicable, the deduction under IRC Section 199A.

(jj) “Transfer” means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. “Transfer” when used as a noun shall have a correlative meaning. “Transferor” and “Transferee” mean a Person who makes or receives a Transfer, respectively.

(kk) “Treasury Regulations” means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

Section 1.02 Interpretation.

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

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on July 1, 2020 pursuant to the provisions of the Massachusetts Act, upon the filing of the of Organization with the Secretary of the Commonwealth.

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

Section 2.02 Purpose.

The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Massachusetts Act and to engage in any and all activities necessary or incidental thereto, provided, however, that such act or activity does not cause it to become an “ineligible corporation” within the meaning of Code § 1361(b)(2) or that may otherwise cause the Company’s status as an S corporation to terminate.

Section 2.03 Name.

The name of the Company is “Coastal Roots, LLC” or such other name or names as may be designated by the Managers; *provided*, that the name shall always contain the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC.” The Managers shall give prompt notice to each of the Members of any change to the name of the Company.

Section 2.04 Principal Office.

The principal office of the Company is located at 112 Winter Street, Hanson, MA 02341, or such other place as may from time to time be determined by the Managers. The Managers shall give prompt notice of any such change to each of the Members.

Section 2.05 Registered Office and Registered Agent.

The registered agent and registered office of the Company are designated in the Certificate of Organization. The Managers may from time to time, in accordance with the Act, change the Company’s registered office and/or registered agent. The Managers shall select and designate a registered office and registered agent for the Company in each other state in which the Company is required to maintain or appoint one.

Section 2.06 Filings; Registered Office; Registered Agent.

(a) The Managers are hereby authorized to execute, file, and record all such certificates and documents.

(b) 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 Managers may designate from time to time in the manner provided by the Massachusetts Act and Applicable Law.

(c) 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 Managers may designate from time to time in the manner provided by the Massachusetts Act and Applicable Law.

Section 2.07 Term.

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

**ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS**

Section 3.01 Initial Capital Contributions.

Contemporaneously with the execution of this Operating Agreement, each Member has made an initial Capital Contribution and is deemed to own Membership Interests in the amounts set forth opposite such Member's name and address on Schedule A attached hereto (the "Members Schedule"). The Managers shall maintain and update the Members Schedule upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Operating Agreement.

Section 3.02 Additional Capital Contributions.

No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Member or Members holding a majority of the Membership Interests. To the extent that a Member makes an additional Capital Contribution to the Company, the Managers shall revise the Members Schedule to reflect an increase in the Membership Interest of the contributing Member that fairly and equitably reflects the value of its additional Capital Contribution in relation to the aggregate amount of all Capital Contributions made by the Members.

Section 3.03 Maintenance of Capital Accounts.

The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

- (a) Each Member's Capital Account shall be increased by the amount of:
 - 1. such Member's Capital Contributions, including such Member's initial Capital Contribution and any additional Capital Contributions;
 - 2. any Net Income or other item of income or gain allocated to such Member pursuant to Article V; and
 - 3. any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(a) the cash amount or Book Value of any property distributed to such Member pursuant to Article VI and Section 15.03;

(b) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to Article V; and

(c) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer.

In the event that any Membership Interests are Transferred in accordance with the terms of this Operating Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to Article V, Article VI and Article XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts.

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

Section 3.06 No Withdrawals From Capital Accounts.

(a) No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Operating Agreement. No Member shall receive any interest, salary, management or service fees or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Operating Agreement. No Member shall have the right to receive distributions or the repayment of its Capital Contribution except as provided in Article IX upon dissolution and liquidation of the Company. No Member shall have any right to have the fair value of its Membership Interest in the Company appraised and paid out upon the resignation or withdrawal of such Member or any other circumstances.

(a) The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

(b) As soon as any Person who is a Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

Section 3.07 Loans From Members.

Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 3.03(a)(iii), if applicable.

Section 3.08 Modifications.

The foregoing provisions and the other provisions of this Operating Agreement are intended to comply with Treasury Regulations Section and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Managers determine that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Managers may authorize such modifications without the consent any Member.

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

(a) New Members may be admitted from time to time in connection with a Transfer of Membership Interests, subject to compliance with the provisions of Section 4.01(b) and Article IX.

(b) In order for any Person not already a Member of the Company to be admitted as a Member: (i) such Person must have reached at least twenty-one (21) years of age (if a human being); (ii) the Members must unanimously approve the admission of such Person to Membership; and (iii) such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement, which shall include, *inter alia* (with (i), (ii), and (iii) collectively known as the "Membership Initiation Process"). Upon the amendment of the Members Schedule by the Managers and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of Membership Interests, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company. The Managers shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability.

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

Section 4.03 Death.

The death of any Member shall not cause the dissolution of the Company. In such event: (i) the Company and its business shall be continued by the remaining Member or Members, and the executor, administrator, trustee, surviving spouse, or other legal representative of such deceased Member shall sell, and (ii) the Company, at its election, shall purchase all (but not

less than all) of the Membership Interests owned by the deceased Member at the time of their death at a Purchase Price set forth in Section 12.03 below. Such Purchase Price shall be paid, at the Company's election in either (x) one lump sum by certified or official bank check or by wire transfer of immediately available funds or (y) installment payments evidenced by a promissory note made at the time of purchase, which shall bear interest at the rate of five percent (5%) per annum (or the maximum rate allowable under Applicable Law if less than five percent (5%) per annum). If the Purchase Price paid in installment payments, the Company shall pay such amount plus accrued interest in twelve (12) equal quarterly installments. The Company shall have the right to pay all or any part of such promissory note at any time or times in advance of maturity without premium or penalty by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.

Section 4.04 Meetings of Members.

- (a) Meetings of the Members may be called by (i) the Managers or (ii) by a Member or group of Members holding a majority of the Membership Interests.
- (b) Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than thirty (30) days before the date of the meeting to each Member, by or at the direction of the Managers or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place as the Managers or the Member(s) calling the meeting may designate in the notice for such meeting.
- (c) Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.
- (d) On any matter that is to be voted on by Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; *provided*, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.
- (e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Members; *provided*, that the appropriate Members shall have been notified of the meeting in accordance with Section 4.04(b). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.05 Quorum.

A quorum of any meeting of the Members shall require the presence of the Member or Members holding a majority of the outstanding Membership Interests. Subject to Section 4.06, no action at any

meeting may be taken by the Members unless the appropriate quorum is present. Subject to Section 4.06, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Member or Members holding a majority of the outstanding Membership Interests.

Section 4.06 Action without a Meeting.

Notwithstanding the provisions of Section 4.05, any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than a majority of the outstanding Membership Interests. A record shall be maintained by the Managers of each such action taken by written consent of a Member or Members.

Section 4.07 Power of Members.

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

Section 4.08 No Interest in Company Property.

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

Section 4.09 Certification of Membership Interests.

(a) The Managers may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) If the Managers shall issue certificates representing Membership Interests in accordance with Section 4.09(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT.

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

Section 4.10 Other Activities; Business Opportunities.

Nothing contained in this Operating Agreement shall prevent any Member or any of its Affiliates from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Business. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description.

**ARTICLE V
ALLOCATIONS**

Section 5.01 Allocation of Net Income and Net Loss.

(a) Net Income and Net Loss. Net Income and Net Loss for each fiscal year (or portion thereof) shall be allocated among the Members in accordance with the Members' percentage interests in the Company.

(b) Change in Percentage Interests. In the event any Managers' Percentage Interest changes during a fiscal year for any reason, including without limitation, the transfer of any interest in the Company, such allocations of taxable income or loss shall be adjusted as necessary to reflect the varying interests of the Managers during such year consistent with Subchapter S of Subtitle A of the Code.

(c) Intent of Allocations. It is the intent of the Company and the Managers that the allocation of Net Income and Net Loss to the Members pursuant to this Agreement shall be consistent with the provisions of Code section 1366 dealing with the allocation of net income and net loss to S Corporation shareholders.

Section 5.02 Tax Allocations.

All income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Managers in accordance with the allocation of such income, gains, losses and deductions pursuant to Code section 1366, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income,

gains, losses and deductions shall be allocated among the Managers for tax purposes, to the extent permitted by the Code and other Applicable Law.

Section 5.04 Allocations in Respect of Transferred Membership Interests.

In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of this Operating Agreement, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

**ARTICLE VI
DISTRIBUTIONS**

Section 6.01 General.

(a) Subject to Section 6.02, the Managers will make distributions at such times as the Managers agree to a Member or Economic Rights Holder in such amounts as the Members from time to time agree.

(b) Subject to applicable law and any limitations contained elsewhere in this Agreement, the Managers may elect, from time to time, to distribute distributable cash to the Members, which distributions shall be made concurrently to the Members or Economic Rights Holder in proportion to their percentage interests. All distributions to the Members of their pro rata share of distributable cash or other property shall be made to the Members at the same time in proportion to their percentage interests.

(c) All such distributions shall be made only to the persons who, according to the books and records of the Company, are the holders of record of the membership interests, whether as a Member or Economic Rights Holder, in respect of which such distributions are made on the actual date of distribution. Neither the Company nor any Manager shall incur any liability for making distributions in accordance with this Section 6.01.

(d) Notwithstanding any provision to the contrary contained in this Operating Agreement, the Company shall not make any distribution to Members or Economic Rights Holders if such distribution would violate § 18-607 of the Massachusetts Act or other Applicable Law.

(e) Each interest in the Company held by a Member or Economic Rights Holder, shall confer identical economic rights (i.e., identical rights to distribution and liquidation proceeds as contemplated in Treas. Reg. § 1.1361-1(1) for the Company to be deemed to have only one class of membership interests or stock outstanding as, and to the extent required by, Code § 1361(b)(1)(D)) as any of the Company's other outstanding interests.

Section 6.02 Tax Advances.

(a) Subject to any restrictions in the Company's then applicable debt-financing arrangements, and subject to the determination by the Managers to retain any other amounts necessary to satisfy the Company's obligations, at least five (5) days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such distribution, a "Tax Advance").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been distributed pursuant to Section 6.02(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "Shortfall Amount"), then the Company shall use commercially reasonable efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to distribute Shortfall Amounts with respect to a Fiscal Year before the 75th day of the next succeeding Fiscal Year; *provided*, that if the Company has made distributions other than pursuant to this Section 6.02, the Managers may apply such distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to Section 6.02 for any Fiscal Year exceed such Member's Tax Amount (an "Excess Amount"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 6.02, except to the extent taken into account as an advance pursuant to Section 6.02(d).

(d) Any distributions made pursuant to this Section 6.02 shall be treated for purposes of this Operating Agreement as advances on distributions pursuant to Section 6.01 and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 6.01.

Section 6.03 Tax Withholding; Withholding Advances.

(a) Tax Withholding. Each Member agrees to furnish the Company with any representations and forms as shall be reasonably requested by the Managers to assist it in determining the extent of, and in fulfilling, any withholding obligations it may have.

(b) Withholding Advances. The Company is hereby authorized at all times to make payments ("Withholding Advances") with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Tax Matters Representative based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a "Taxing Authority") with respect to any distribution or allocation by the Company of income or gain to such Member and to withhold the same from distributions to such Member. Any funds withheld from a distribution by reason of this Section 6.03(b) shall nonetheless be deemed distributed to the Member in question for all purposes under this Operating Agreement. If the Company makes any Withholding Advance in respect of a Member hereunder that is not immediately withheld from actual distributions to the Member, then the Member shall promptly reimburse the Company for the amount of such payment, plus interest at a rate equal to the prime rate published in the Wall Street Journal on the date of payment plus two percent (2.0%) per annum (the "Company Interest Rate"), compounded annually, on such amount from the date of such payment until such amount is repaid (or deducted from a distribution) by the Member (any such payment shall

not constitute a Capital Contribution). Each Member's reimbursement obligation under this Section 6.03(b) shall continue after such Member transfers its Membership Interests.

(c) **Indemnification.** Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties that may be asserted by reason of the Company's failure to deduct and withhold tax on amounts distributable or allocable to such Member. The provisions of this Section 6.03(c) and the obligations of a Member pursuant to Section 6.03(b) shall survive the termination, dissolution, liquidation and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Membership Interests. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.03(c), including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(d) **Overwithholding.** Neither the Company nor the Managers shall be liable for any excess taxes withheld in respect of any distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

Section 6.04 Distributions in Kind.

(a) The Managers are hereby authorized, as they may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company; *provided*, that Tax Advances shall only be made in cash. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Managers determine are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Managers may require that the Members execute and deliver such documents as the Managers may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII MANAGEMENT

Section 7.01 Management of the Company.

The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Managers. Subject to the provisions of Section 7.05, the Managers shall have, and are hereby granted, full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as they may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, including to consult and retain appropriate business, legal, and tax advice and counsel related thereto.

Section 7.02 Number, Election and Term of Managers.

(a) The number of Managers shall be fixed from time to time by the affirmative vote of the Member or Members holding a majority of the outstanding Membership Interests, but the number of Managers shall not be less than one (1) nor more than the number of Members. The Company shall initially have two (2) Managers, who shall be Bandon Lynch and Samantha Carney.

(b) Each Manager shall serve until the earliest of Manager's death, resignation, or removal. Managers may be appointed, from time-to-time by the affirmative vote of the Member or Members holding a majority of the outstanding Membership Interests.

(c) The Managers shall maintain a schedule of all Managers with their respective mailing addresses (the "Managers' Schedule"), and shall update the Managers' Schedule upon the removal or replacement of any Manager in accordance with this Section 7.02 or Section 7.03. A copy of the Managers' Schedule as of the execution of this Operating Agreement is attached hereto as Schedule B.

Section 7.03 Removal; Resignation.

(a) The Member or Members holding a majority of the Membership Interests may remove all or any lesser number of Manager without cause. A Manager will always be removed for Cause.

(b) "Cause" means:

(i) the Manager's commission of fraud, embezzlement, misappropriation of funds, material misrepresentation, breach of fiduciary duty or other act of dishonesty against the Company;

(ii) the Manager's conviction of a felony or of a misdemeanor if such misdemeanor involves moral turpitude or misrepresentation, including a plea of guilty or nolo contendere (collectively, "Conviction"), except if such Conviction involves marijuana or another controlled substance possession, unless the Conviction is for distribution.

(d) the Manager's material breach of any provision of this Operating Agreement, which breach is not cured within thirty (30) days following written notice;

(e) the Manager's intentional wrongful act or gross negligence that has a material detrimental effect on the Company;

(f) the Manager's inability to perform their duties under this Operating Agreement as the result of their incapacity due to physical or mental illness, and such inability lasts ninety (90) days after its commencement; or

(g) the appointment of a guardian or conservator for a Member.

(c) A Manager may resign at any time by delivering their written resignation to the Company. Any such resignation shall be effective upon receipt thereof unless it is specified to be

effective at some other time or upon the occurrence of some other event. The acceptance of a resignation by the other Managers shall not be necessary to make it effective.

(d) The resignation of a Manager who is also a Member shall not constitute a withdrawal or expulsion of the Manager as a Member of the Company or otherwise affect the Manager's rights as a Member.

(e) The removal of a Manager under Section 7.03(i)-(v) above shall constitute a withdrawal or expulsion of the Manager as a Member.

Section 7.04 Action by Managers.

(a) If there is more than one Manager serving, all decisions requiring action of the Managers or relating to the business or affairs of the Company shall be decided by the affirmative vote or consent of a majority of the Managers as determined per capita (one (1) vote per Manager). In the event of a deadlock between or among Managers, the Member with the largest Membership Interest among the Members at such time shall provide the final vote on such action.

(b) On any matter that is to be voted on by Managers, a Manager may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Manager executing it unless otherwise provided in such proxy; *provided*, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(c) Any action of the Managers may be taken without a meeting if either (i) a written consent of a majority of the Managers shall approve such action; *provided*, that prior written notice of such action is provided to all Managers at least one (1) Business Day before such action is taken, or (ii) a written consent constituting all of the Managers shall approve such action. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of the Commonwealth of Massachusetts.

Section 7.05 Actions Requiring Approval of Members.

Without the unanimous written approval of all Members, the Company shall not, and shall not enter into any commitment to:

(a) amend, modify or waive the Articles of Organization or this Operating Agreement; *provided* that a Manager may, without the consent of the Members, amend the Members Schedule following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Operating Agreement;

(b) issue additional Membership Interests or admit additional Members to the Company;

(c) cause the Company to revoke its S election under Code § 1362(d)(1), or take any other action with the expressed written intent to cause the Company to cease to be an S corporation.

(d) convert or reorganize the Company into another entity form (including a corporation) or cause the Company to be taxed as a "C" corporation (as defined by Code § 1361(a)(2)) or a

partnership (as defined by Code §§ 761(a) or 7701(a)(2)) for federal income tax purposes or otherwise cause the Company to be deemed to have sold all of its assets or dissolved or liquidated for federal income tax purposes except in accordance with Article XV hereof;

(e) incur any indebtedness, pledge or grant Liens on any assets or guaranty, assume, endorse or otherwise become responsible for the obligations of any other Person in excess of \$25,000 in a single transaction or series of related transactions, or in excess of \$50,000 in the aggregate at any time outstanding;

(f) make any loan, advance or capital contribution in any Person in excess of \$25,000;

(g) appoint or remove the Company's auditors or make any changes in the accounting methods or policies of the Company (other than as required by GAAP);

(h) enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange or other acquisition (including by merger, consolidation, acquisition of stock or acquisition of assets) by the Company of any assets and/or equity interests of any Person, other than in the ordinary course of business;

(i) enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of any assets, other than sales of inventory in the ordinary course of business consistent;

(j) establish a subsidiary of the Company or enter into any joint venture or similar business arrangement;

(k) settle any lawsuit, action, dispute or other proceeding or otherwise assume any liability with a value in excess of \$20,000 or agree to the provision of any equitable relief by the Company;

(l) initiate or consummate an initial public offering or make a public offering and sale of the Membership Interests or any other securities;

(m) make any investments in any other Person in excess of \$25,000; or

(n) merge, consolidate, dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.

Section 7.06 Officers.

The Managers may appoint individuals as officers of the Company as they deem necessary or desirable to carry on the business of the Company and the Managers may delegate to such officers such power and authority as the Managers deem advisable. No officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each officer shall hold office until their successor is designated by the Managers or until their earlier death, resignation or removal. Any officer may resign at any time on written notice to the Managers. Any officer may be

removed by the Managers with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Managers.

Section 7.07 Other Activities of Managers; Business Opportunities.

The Managers shall devote so much time and attention to the business of the Company as they deem appropriate in their sole discretion. Nothing contained in this Operating Agreement shall prevent any Manager from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Company. None of the Managers shall be obligated to account to the Company or to the Members for any profits or income earned or derived from other such activities or businesses. None of the Managers shall be obligated to inform the Company or the Members of any business opportunity of any type or description.

**Section 7.08 Compensation and Reimbursement;
No Expectation of Employment.**

(a) Any Officer or Manager who is also a Member shall be reimbursed all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation in return for services that such Officer or Manager provides to the Company before non-wage distributions may be made to such Officer or Manager. Such amount of reasonable compensation will never exceed the amount received by the shareholder either directly or indirectly.

(b) This Operating Agreement does not, and is not intended to, confer upon any Manager any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with any Manager.

Section 7.09 No Personal Liability.

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

**ARTICLE VIII
INTELLECTUAL PROPERTY**

Section 8.01 Member IP.

The Company recognizes that the Members may own good and valuable patents, trade secrets, trademarks, domain names, and copyrights and other intellectual property rights created by the Members prior to or outside the business of the Company for purposes outside the purpose of the Company (“Member IP”) such Member IP shall remain solely to those Members respectively. Notwithstanding the foregoing, if the Company wishes to use any Member IP, such use shall be subject to a license by and between such Member and the Company.

Section 8.02 Company IP

(a) Notwithstanding any other provision of this Operating Agreement, each Member acknowledges and agrees that all ownership rights with respect to patents, trade secrets, trademarks, domain names, and copyrights created by each of them in connection with the purpose of the Company, (collectively, “Company IP”) shall be owned by the Company and shall be considered assets of the Company. Such ownership rights of Company IP may be transferred, licensed, or assigned to third parties only upon the approval of a majority of the Membership Interests.

(b) Each Member warrants that any Company IP produced by such Member is not subject to any claim of ownership by any other Member, individually. Each Member further warrants that any rights in Company IP either now held or later acquired by that Member shall not result in any royalty, fee, or credit to the Member’s Capital Account as described in Section 3.03 of this Operating Agreement.

(c) Each Member and Manager shall also have the right, but not the obligation, to contribute its individual Member IP, or any derivative thereof, to the Company that he or she may create that is unrelated to the Company’s purpose (collectively, “Future Assets”). In such an event, the Member or Manager shall agree unanimously in writing (as a supplement or amendment to this Operating Agreement, the terms of which will be incorporated herein by reference) to the material terms and conditions that will govern the ownership, development, management and commercialization of those Future Assets and the Member’s and Manager’s individual respective rights, obligations and liabilities with respect thereto, which shall be attached as a Schedule to this Operating Agreement and incorporated herein by reference.

Section 8.03 Work for Hire.

Each Member and Manager acknowledges and agrees that any works that each of them may create in connection with the Company’s purpose (individually and/or collectively, the “Works”) is/are hereby deemed a “work made for hire” as defined in 17 U.S.C. § 101, which comprise Company IP and are owned by the Company. If, for any reason, any of the Works, or any portion of them, do not constitute a “work made for hire,” such Member or Manager agrees to irrevocably assign the Works to the Company, in each case without additional consideration, all right, title, and interest throughout the world across all mediums, now known or hereinafter devised, in and to such Company IP. Each Member hereby irrevocably grants and assigns to the Company all rights in the Works free from any restrictions and limitations.

ARTICLE IX TRANSFERS

Section 9.01 General Restrictions on Transfer.

(a) Each Member agrees that such Member will not Transfer any of their Membership Interests unless permitted under this Operating Agreement. Any Transfer or attempted Transfer of any Membership Interest in violation of this Operating Agreement shall be null and void, no such Transfer shall be recorded on the Company’s books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue be treated) as the owner of such Membership Interest for all purposes of this Operating Agreement.

(b) No Membership Interest shall be Transferred without the unanimous approval of the Members, except that Members may Transfer of all or any portion of their Membership Interest to a trust under which the distribution of Membership Interests may be made only to such Member and such Member retains control of all voting rights related to such trust during such Member's lifetime; provided, however, prior to such Transfer such Member delivers of a written opinion of legal counsel acceptable to the Company stating that such trust (1) is eligible to be a shareholder of an S corporation certification, (2) whose ownership will not cause the Company to cease to be an SBC.

Section 9.02 Notwithstanding any other provision of this Operating Agreement, each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not sell any Membership Interests:

- (1) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Massachusetts Act;
- (2) if such Transfer or issuance may cause the Company to be deemed to have more than one class of membership interests or stock outstanding as contemplated by Code § 1361(b)(1)(D);
- (3) to a corporation, partnership, limited liability company, trust, or other Person described in Code §§ 1361(b)(1)(B) or (C) whose ownership of such interest will cause the Company to fail to be an SCB;
- (4) to any Person or Persons if by doing so may cause the Company to have more than one-hundred (100) "shareholders" as prohibited by Code § 1361(b)(1)(A) for the Company to be an SBC;
- (5) in any other way or to any other Person or Persons that would cause the termination of the Company's election as an S corporation;
- (6) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;
- (7) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or
- (8) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

Any purported Transfer or issuance in violation of the foregoing or that would otherwise cause the termination of the Company's election as an S corporation shall be void ab initio and will have force and effect whatsoever and shall otherwise be treated as if that transaction or other action had never taken place or occurred

Section 9.02 Admission of Transferees as Members.

Subject to the other provisions of this Article IX, a Transferee of a Membership Interest may be admitted to the Company as a Substituted Member only upon satisfaction of the Membership Initiation Process set forth in Section 4.01(b), and such Transferee will have the status of an Economic Interest Owner unless and until the conditions to admission set forth in Section 4.01(b) are satisfied. Upon the admission of the Substituted Member in accordance with Section 4.01(b), Substituted Member shall become a Member and the records of the Company shall be amended to reflect the name and address of such Member and to eliminate the name and address of the Transferring Member.

Section 9.03 Complete Assignment by Member.

Unless and until the Transferee of a Transferring Member is admitted to the Company as a Substituted Member in accordance with this Agreement, the assigning Member (a) shall retain the statutory rights and be subject to the statutory obligations of a transferring Member under the Act, and (b) shall continue to be liable for all of its obligations hereunder.

Section 9.04 Membership Interests Covered.

This Operating Agreement shall cover all of the Membership Interests now owned or hereafter acquired by the Members while this Operating Agreement remains in effect.

Section 9.05 Future Issuances.

The Company may not issue Membership Interests to any Person who is not already a party to this Operating Agreement unless, contemporaneously with the issuance of such Membership Interests such Person satisfies the provisions of Section 4.01(b).

**ARTICLE X
EVENTS THAT TRIGGER OPTION TO BUY MEMBERSHIP INTERESTS**

Section 10.01 Triggering Voluntary Transfers.

When a Member (the “Offering Member”) desires to Transfer any or all of its Membership Interests (the “Offered Interests”) other than as provided in Section 9.01(b), the Offering Member shall give prompt, written, unconditional, and irrevocable notice to the Company and the Remaining Members of such intention, and the Company, first, and each Remaining Member, second, shall have the option to purchase all (but not less than all) of the Offered Interests pursuant to the terms of Article XI and Article XII of this Operating Agreement.

Section 10.02 Triggering Involuntary Transfer.

(a) Prior to a potential Transfer of Membership Interest that occurs in connection with: (i) a sale upon execution or in foreclosure of any pledge, hypothecation, lien or charge; (ii) a voluntary or involuntary petition under any federal or state bankruptcy, insolvency or related law; (iii) the appointment of a receiver; (iv) an assignment for the benefit of creditors; or (v) attachment, assignment or other collection action, (each, an “Involuntary Transfer”); the Member shall give prompt written notice to the Company and the Remaining Members disclosing in full the nature and details of the Involuntary Transfer, and the Company, *first*, and each Remaining Member, *second*, shall have the option to purchase all (but not less than all) of the Membership Interests owned by the Transferring Member at the effective date of the Involuntary Transfer pursuant to the terms of Article X and Article XII.

ARTICLE XI

PROCEDURES TO EXECUTE AN OPTION TO BUY MEMBERSHIP INTERESTS

Section 11.01 Exercise of Option.

Whenever the Company and/or the Remaining Members have the option to purchase (1) the Offered Interests of an Offering Member pursuant to the terms of Section 10.01; or (2) all of the Membership Interests owned by a Transferring Member pursuant to the terms of Section 10.02 (in either the case of (1) or (2), the “Option Interests”), the following procedures shall apply:

i. The initial right of the Company to purchase all (but not less than all) of the Option Interests shall be exercisable with the delivery of a written notice by the Company to the Offering Member or the Transferring Member, as the case may be, and the Remaining Members within thirty (30) days of (i) in the case of a voluntary Transfer pursuant to 10.01, the receipt of the Offering Member’s written notice regarding the Offered Interests; or (ii) in the case of an Involuntary Transfer pursuant to Section 10.02, the receipt of the Transferring Member’s written notice of Involuntary Transfer. The Company’s written notice of exercise shall be binding upon delivery and irrevocable by the Company.

ii. If the Company does not elect to purchase all of the Option Interests, the Remaining Members shall have the right to purchase all (but not less than all) of the Option Interests. For a period of thirty (30) days following the earlier of the expiration of the Company’s option period set forth in Section 11.01(a) or receipt of written notice from the Company that it does not elect to purchase the Option Interests, each Remaining Member shall have the right to elect to purchase all (but not less than all) of their pro rata portion of the Option Interests by delivering written notice to the Company and the Offering Member or the Transferring Member, as the case may be. The pro rata portion of each Remaining Member for the purposes of this Section 11.01(b) shall be determined by dividing (i) the number of Membership Interests owned by a Remaining Member by (ii) the total number of Membership Interests owned by all of the Remaining Members. Each Remaining Member’s exercise notice shall be binding upon delivery and irrevocable by such Remaining Member.

iii. If the Remaining Members pursuant to Section 11.01(b) do not, in the aggregate, elect to purchase all of the Option Interests, each Remaining Member electing to purchase its pro rata

portion of the Option Interests in accordance with Section 11.01(b) (each, an “Exercising Member”) shall have the right to purchase all (but not less than all) of any remaining Option Interests not elected to be purchased by the other Remaining Members. As promptly as practicable following the expiration of the Remaining Members’ option period set out in Section 11.01(b), the Offering Member or Transferring Member, as the case may be, shall deliver a written notice to each Exercising Member stating the number of remaining Option Interests available for purchase. For a period of thirty (30) days following the receipt of such written notice, each Exercising Member shall have the right to elect to purchase all (but not less than all) of the remaining Option Interests by delivering a written notice to the Company and the Offering Member or the Transferring Member, as the case may be. If more than one Exercising Member delivers an exercise notice pursuant to this Section 11.01(c) (each, an “Over-Allotment Participating Member”), the remaining Option Interests shall be allocated pro rata among the Over-Allotment Participating Members based on a fraction determined by dividing (i) the number of Membership Interests owned by the Over-Allotment Participating Member by (ii) the number of Membership Interests owned by all Over-Allotment Participating Members; unless within thirty (30) days following the receipt of written notice to that effect, the Over-Allotment Participating Members deliver a joint written notice to the Company and the Offering Member or Transferring Member, as the case may be, agreeing to a different allocation for all (but not less than all) of the remaining Option Interests. Each Over-Allotment Participating Member’s exercise notice shall be binding upon delivery and irrevocable by the Over-Allotment Participating Member.

iv. The failure of the Company or any Remaining Member to deliver an exercise notice by the end of their respective option periods shall constitute a waiver of the applicable rights of first offer under Article XI with respect to the Transfer of such Option Interests, but shall not affect their respective rights with respect to any future Transfers.

Section 11.02 Lump Sum or Installment Payments.

Any purchaser of Membership Interests pursuant to this Article XI may pay the applicable Purchase Price in (a) one lump sum by certified or official bank check or by wire transfer of immediately available funds or (b) installment payments evidenced by a promissory note made at the time of purchase, which shall bear interest at the rate of five percent (5%) per annum (or the maximum rate allowable under Applicable Law if less than five percent (5%) per annum). If paid in installment payments, the Member shall pay the Purchase Price plus accrued interest in twelve (12) equal quarterly installments. The purchaser shall have the right to pay all or any part of the purchaser’s note at any time or times in advance of maturity without premium or penalty by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.

Section 11.03 Cooperation.

Each Member shall take all actions as may be reasonably necessary to consummate any sale that complies with this Article XI, including executing and delivering agreements, certificates, instruments, and consents as may be deemed necessary or appropriate.

Section 11.04 Failure to Exercise Option.

In the case of an option to purchase the Offered Interests of an Offering Member pursuant to Section 11.01, if neither the Company nor the Remaining Members elect

to purchase all of the Offered Interests, then the Offering Member may, during the thirty (30) day period following the expiration of the required periods of such option (which period may be extended for a reasonable time not to exceed ninety (90) days), subject to and under this Operating Agreement, Transfer, all of such Offered Membership Interests on terms and conditions no more favorable to such Transferee than those specified in an offer made under or as provided by this Operating Agreement. If the Offering Member does not Transfer the Option Interests within such period, the rights provided hereunder shall be deemed to be revived and the Option Interests shall not be offered to any Person unless first re-offered to the Company and the Remaining Members in accordance with this Operating Agreement.

Section 11.05 Drag-Along Rights

(a) Participation. If the Offering Member holds a majority of the Membership Interests (such Offering Member, the “Dragging Member”), proposes to Transfer all of the Membership Interests owned by the Dragging Member (a “Drag-along Sale”), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Section 11.05(c) and subject to compliance with Section 11.05(d), to require that each other Member (each, a “Drag-along Member”) participate in such sale in the manner set forth in Section 11.05(b).

(b) Sale of Membership Interests. Subject to compliance with Section 11.05(d), each Drag-along Member shall sell in the Drag-along Sale all of the Membership Interests held by such Drag-along Member

(c) Sale Notice. The Dragging Member shall exercise its rights pursuant to this Section 11.05 by delivering a written notice (the “Drag-along Notice”) to the Company and each Drag-along Member no more than ten (10) Business Days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-along Sale and, in any event, no later than twenty (20) Business Days prior to the closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Members’ rights and obligations hereunder and shall describe in reasonable detail:

- (1) the name of the person or entity to whom such Membership Interests are proposed to be sold;
- (2) the proposed date, time and location of the closing of the sale;
- (3) the proposed amount of consideration for the Drag-along Sale and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and
- (4) a copy of any form of agreement proposed to be executed in connection therewith.

(d) Conditions of Sale. The obligations of the Drag-along Members in respect of a Drag-along Sale under this Section 11.05 are subject to the satisfaction of the following conditions:

- (1) the consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per percentage interest and

the terms and conditions of such sale shall, except as otherwise provided in Section 11.05(d)(iii), be the same as those upon which the Dragging Member sells its Membership Interests;

(2) if the Dragging Member or any Drag-along Member is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-along Members; and

(3) each Drag-along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Dragging Member makes or provides in connection with the Drag-along Sale (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to the Dragging Member, the Drag-along Member shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to itself); *provided*, that all representations, warranties, covenants and indemnities shall be made by the Dragging Member and each Drag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Member and each Drag-along Member (other than any indemnification obligation pertaining specifically to the Dragging Member or a Drag-along Member, which obligation shall be the sole obligation of such Dragging Member or Drag-along Member), in each case in an amount not to exceed the aggregate proceeds received by the Dragging Member and each such Drag-along Member in connection with the Drag-along Sale.

(e) Cooperation. Each Drag-along Member shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 11.05(d)(iii).

(f) Expenses. The fees and expenses of the Dragging Member incurred in connection with a Drag-along Sale and for the benefit of all Drag-along Members (it being understood that costs incurred by or on behalf of a Dragging Member for its sole benefit will not be considered to be for the benefit of all Drag-along Members), to the extent not paid or reimbursed by the Company, shall be shared by the Dragging Member and all the Drag-along Members on a pro rata basis, based on the consideration received by each such Member; provided, that no Drag-along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Drag-along Sale.

(g) Consummation of Sale. The Dragging Member shall have sixty (60) days following the date of the Drag-along Notice in which to consummate the Drag-along Sale, on the terms set forth in the Drag-along Notice (which period may be extended for a reasonable time not to exceed ninety (90) days). If at the end of such period the Dragging Member has not completed the Drag-along Sale, the Dragging Member may not then exercise its rights under this Section 11.05 without again fully complying with the provisions of this Section 11.05.

Section 11.06 No Further Rights or Obligations.

If a Member's Membership Interests are sold in connection with a voluntary Transfer or Involuntary Transfer, the Member shall cease to be a party to this Agreement and

shall have no further rights or obligations hereunder, and this Agreement may be amended or terminated without the Member's consent.

ARTICLE XII PURCHASE PRICE

Section 12.01 Stipulated Value.

As of the date of this Agreement, through the date on which the Company has been Operational for twenty-four consecutive (24) months (the "Initial Period"), the value of the Company shall be determined upon a unanimous consent of the Members on a quarterly basis. After the date on which the Company is Operational (the "Post Period"), the value of the Company shall be determined on the basis of four times (4X) the average net earnings (annual gross revenues of the Company minus annual expenses and minus any annual federal, state, and local income taxes payable by the Company) for the two (2) most recent Fiscal Years. The value of an individual Member's Membership Interest shall be the entire value for the Company as determined under this Section 12.01, multiplied by their ownership percentage. Such value shall remain effective until a new stipulation is agreed to in accordance with Section 12.02 (such per Membership Interest value, as updated from time to time, the "Stipulated Value").

Section 12.02 Value to be Stipulated Quarterly or Annually.

Within thirty (30) days after the end of each Fiscal Year, the Members of record on the last day of such quarter or Fiscal Year, as the case may be, voting in proportion to their respective Membership Interests held as of such day, shall agree upon the Stipulated Value to be computed as of the end of such quarter or Fiscal Year, as the case may be. The Stipulated Value shall be unanimously agreed to in writing by all of the Members holding Membership Interests issued and outstanding on such day. In the event that a Member of record on such day is no longer a Member at the time of such vote (which shall not be more than thirty (30) days after the end of such quarter or Fiscal Year, as the case may be), the transferee, if any, of such Member's Membership Interests shall vote such Membership Interests with respect to such Stipulated Value; *provided, however*, if the Company has redeemed such Membership Interests, such Membership Interests shall be deemed canceled with respect to such vote. In the event of the death of any such Member of record after the last day of such quarter or Fiscal Year, as the case may be, and if such Member's Membership Interests have not yet been transferred or redeemed at the time of such vote, none of the executor, administrator, surviving spouse, or other legal representative of such deceased Member shall be entitled to vote the deceased Member's Membership Interests with respect to such Stipulated Value.

Section 12.03 Purchase Price.

In the event of a sale or Transfer of Membership Interests pursuant to this Operating Agreement, the purchase price shall be the Stipulated Value multiplied by the number of Membership Interests subject to sale (the "Purchase Price").

Section 12.04 Failure to Stipulate Does Not Invalidate Operating Agreement.

The failure of the Members to update the Stipulated Value as provided for herein shall not affect the validity or enforceability of this Operating Agreement.

**ARTICLE XIII
EXCULPATION AND INDEMNIFICATION**

Section 13.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term “Covered Person” shall mean (i) each Member; (ii) each officer, director, stockholder, partner, member, Affiliate, employee, agent or representative of each Member, and each of their Affiliates; and (iii) each officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in their capacity as a Covered Person, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

Section 13.02 Good Faith Reliance.

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

Section 13.03 Liabilities and Duties of Covered Persons and Managers.

(a) This Operating Agreement is not intended to, and does not, create or impose any fiduciary duty on any other Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Operating Agreement. The provisions of this Operating Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) In fulfilling their managerial responsibilities, each Manager shall be charged with a fiduciary duty to the Company and its Members. Each Manager shall be attentive and inform themselves of all material facts regarding a decision before taking action. Each Manager's actions shall be motivated solely by the best interests of the Company and its Members.

Section 13.04 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Massachusetts Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Massachusetts Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person or Manager (collectively, the "Indemnified Person") against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Indemnified Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company or any Member in connection with the business of the Company; or

(ii) such Indemnified Person being or acting in connection with the business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Indemnified Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

(iii) *provided, however*, that (x) such Indemnified Person acted in good faith and in a manner believed by such Indemnified Person to be in, or not opposed to, the best interests of the Company and within the scope of such Indemnified Person's authority conferred on them by the Company and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful, and (y) either (i) in the case of a Covered Person, such Covered Person's conduct did not constitute fraud or willful misconduct or (ii) in the case of a Manager, such Manager's conduct did not constitute a breach of their fiduciary duties. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Indemnified Person's conduct was unlawful, or that the Indemnified Person's conduct constituted fraud or willful misconduct.

(b) Control of Defense. Upon a Indemnified Person's discovery of any claim, lawsuit or other proceeding relating to any Losses for which such Indemnified Person may be indemnified pursuant to this Section 13.04, the Indemnified Person shall give prompt written notice to the Company of such claim, lawsuit or proceeding; *provided*, that the failure of the Indemnified Person to provide such notice shall not relieve the Company of any indemnification obligation under this Section 13.04, unless the Company shall have been materially prejudiced thereby. Subject to the approval of the disinterested Members, the Company shall be entitled to participate in or assume the

defense of any such claim, lawsuit or proceeding at its own expense. After notice from the Company to the Indemnified Person of its election to assume the defense of any such claim, lawsuit or proceeding, the Company shall not be liable to the Indemnified Person under this Operating Agreement or otherwise for any legal or other expenses subsequently incurred by the Indemnified Person in connection with investigating, preparing to defend or defending any such claim, lawsuit or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit or proceeding, the Indemnified Person shall have the right to assume the defense of such claim, lawsuit or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit or proceeding without the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Indemnified Person for reasonable legal or other expenses (as incurred) of such Indemnified Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Indemnified Person may be indemnified pursuant to this Section 13.04; *provided*, that if it is finally judicially determined that such Indemnified Person is not entitled to the indemnification provided by this Section 13.04, then such Indemnified Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(d) Entitlement to Indemnity. The indemnification provided by this Section 13.04 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 13.04 shall continue to afford protection to each Indemnified Person regardless of whether such Indemnified Person remains in the position or capacity pursuant to which such Indemnified Person became entitled to indemnification under this Section 13.04 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Indemnified Person.

(e) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Indemnified Person of such Indemnified Person's duties in such amount and with such deductibles as the Managers may determine; *provided*, that the failure to obtain such insurance shall not affect the right to indemnification of any Indemnified Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Indemnified Person recovers any amounts in respect of any Losses from any insurance coverage, then such Indemnified Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Indemnified Person by the Company in respect of such Losses.

(f) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 13.04 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(g) Savings Clause. If this Section 13.04 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify

and hold harmless each Indemnified Person pursuant to this Section 13.04 to the fullest extent permitted by any applicable portion of this Section 13.04 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(h) Amendment. The provisions of this Section 13.04 shall be a contract between the Company, on the one hand, and each Indemnified Person who served in such capacity at any time while this Section 13.04 is in effect, on the other hand, pursuant to which the Company and each such Indemnified Person intend to be legally bound. No amendment, modification or repeal of this Section 13.04 that adversely affects the rights of an Indemnified Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Indemnified Person's entitlement to indemnification for such Losses without the Indemnified Person's prior written consent.

Section 13.05 Survival.

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

ARTICLE XIV ACCOUNTING; TAX MATTERS

Section 14.01 Financial Statements.

The Company shall furnish to each Member the following reports:

(a) Annual Financial Statements. As soon as available, and in any event within one hundred and twenty (120) days after the end of each Fiscal Year, unaudited consolidated balance sheets of the Company as at the end of each such Fiscal Year and unaudited consolidated statements of income, cash flows and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, accompanied by the certification of independent certified public accountants of recognized national standing selected by the Managers, certifying to the effect that, except as set forth therein, such financial statements have been prepared in accordance with GAAP, applied on a basis consistent with prior years, and fairly present in all material respects the financial condition of the Company as of the dates thereof and the results of their operations and changes in their cash flows and Members' equity for the periods covered thereby.

(b) Quarterly Financial Statements. As soon as available, and in any event within 60 days after the end of each quarterly accounting period in each Fiscal Year (other than the last fiscal quarter of the Fiscal Year), unaudited consolidated balance sheets of the Company as at the end of each such fiscal quarter and for the current Fiscal Year to date and unaudited consolidated statements of income, cash flows and Members' equity for such fiscal quarter and for the current Fiscal Year to date, in each case setting forth in comparative form the figures for the corresponding periods of the previous fiscal quarter, all in reasonable detail and all prepared in accordance with GAAP, consistently applied (subject to normal year-end audit adjustments and the absence of notes thereto), and certified by the principal financial or accounting officer of the Company.

(c) Monthly Financial Statements. As soon as available, and in any event within 30 days after the end of each monthly accounting period in each fiscal quarter (other than the last month of the

fiscal quarter), unaudited consolidated balance sheets of the Company as at the end of each such monthly period and for the current Fiscal Year to date and unaudited consolidated statements of income, cash flows and Members' equity for each such monthly period and for the current Fiscal Year to date, all in reasonable detail and all prepared in accordance with GAAP, consistently applied (subject to normal year-end audit adjustments and the absence of notes thereto).

Section 14.02 Inspection Rights.

Upon reasonable notice from a Member of no less than five (5) Business Days, and no more than one (1) time per calendar year, the Company shall afford such Member and its Representatives access during normal business hours to (i) the Company's properties, offices, and/or facilities; (ii) the corporate, financial and similar records, reports and documents of the Company, including all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or Managers, and to permit each Member and its Representatives to examine such documents and make copies thereof or extracts therefrom; and (iii) any officers, senior employees and accountants of the Company, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with such officers, senior employees and accountants (and the Company hereby authorizes such employees and accountants to discuss with such Member and its Representatives such affairs, finances and accounts); *provided* that (x) the requesting Member shall bear its own expenses and all reasonable expenses incurred by the Company in connection with any inspection or examination requested by such Member pursuant to this Section 14.02 and (y) if the Company provides or makes available any report or written analysis for any Member pursuant to this Section 14.02, it shall promptly provide or make available such report or analysis to or for the other Members.

Section 14.03 Election and Preservation of Company's Status as an S Corporation.

The Company and the Members shall take all necessary and appropriate actions to elect, preserve, and if need be restore the Company's status as an S corporation (including taking such action as may be necessary under Code § 1361(f) to remedy an inadvertent termination of the Company's election to be an S corporation). Each Manager shall execute, acknowledge, and cause to be filed with the appropriate taxing authorities (including the Internal Revenue Service) any certificates, statements, forms, schedules, reports, or other documents as may be required, or that the Managers determine to be necessary or appropriate for the Company to be, and otherwise be treated as, an S corporation (including signing Internal Revenue Service Form 2553 acknowledging such Manager's consent and agreement to the Company's election to be an S corporation, and taking such actions as may be necessary or appropriate to maintain or reinstate or otherwise restore that election or status as an S corporation). In furtherance of the foregoing, the Company shall not issue any Membership Interests or other ownership interests to any corporation, partnership, limited liability company, trust, or any other Person who is not eligible to be a shareholder of an S corporation as contemplated by Code §§ 1361(b)(1)(B) and (C) or issue any Membership Interests or other ownership interests that may be considered to be a second class of membership interests or stock as prohibited by Code § 1361(b)(1)(D).

Section 14.04 Tax Matters Representative.

(a) Appointment; Removal. The Members hereby appoint Brandon Lynch as the “partnership representative” as provided in Code Section 6223(a) (the “Tax Matters Representative”). The Tax Matters Representative may resign at any time. The Tax Matters Representative may be removed at any time by a vote of the Member or Members holding a majority of the Membership Interests. In the event of the resignation or removal of the Tax Matters Representative, the Member or Members holding a majority of the Membership Interests shall select a replacement Tax Matters Representative.

(b) Tax Examinations and Audits. The Tax Matters Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Representative shall promptly notify the Members in writing of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon the receipt of a notice of final partnership adjustment, and shall keep the Members reasonably informed of the status of any tax audit and resulting administrative and judicial proceedings. Without the consent of the Member or Members holding a majority of the Membership Interests, the Tax Matters Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any federal, state, local or foreign taxing authority.

(c) US Federal Tax Proceedings. To the extent permitted by applicable law and regulations, the Tax Matters Representative shall cause the Company to annually elect out of the partnership audit procedures set forth in Subchapter C of Chapter 63 of the Code as amended by the BBA (the “Revised Partnership Audit Rules”) pursuant to Code Section 6221(b). For any year in which applicable law and regulations do not permit the Company to elect out of the Revised Partnership Audit Rules, then within forty-five (45) days of any notice of final partnership adjustment, the Tax Matters Representative shall cause the Company to elect the alternative procedure under Code Section 6226, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member’s share of any adjustment set forth in the notice of final partnership adjustment.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member’s federal, state, foreign or other income tax return with the treatment of the item on the Company’s return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and taxes imposed pursuant to Code Section 6226) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 6.03(b).

(e) Indemnification. The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision concerning Company tax matters and within the scope of the Tax Matters Representative’s responsibilities, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.]

Section 14.05 Tax Returns.

At the expense of the Company, the Managers (or any officer that the Managers may designate pursuant to Section 7.06) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Managers or designated officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 14.06 Company Funds.

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

ARTICLE XV DISSOLUTION AND LIQUIDATION

Section 15.01 Events of Dissolution.

The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

- (a) an election to dissolve the Company made by all of the holders of the Membership Interests;
- (b) the sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or
- (c) The entry of a decree of judicial dissolution under the Massachusetts Act.

Section 15.02 Effectiveness of Dissolution.

Dissolution of the Company shall be effective on the day on which the event described in Section 15.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 15.03 and the Certificate of Organization shall have been cancelled as provided in Section 15.04.

Section 15.03 Liquidation.

If the Company is dissolved pursuant to Section 15.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Massachusetts Act and the following provisions:

(1) Liquidator. At least one (1) of the Managers, or another Person selected by the Managers, shall act as liquidator to wind up the Company (the “Liquidator”). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company’s assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(2) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company’s assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(3) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(a) *first*, to the payment of all of the Company’s debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(b) *second*, to the establishment of and additions to reserves that are determined by the Liquidator to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(c) *third*, to the Members in proportion to their percentage interests, with such liquidating distributions shall be made as soon as practical as determined by the Managers in good faith. Members and Economic Holders shall have identical economic rights (i.e., identical rights to distribution and liquidation proceeds as contemplated in Treas. Reg. § 1.1361-1(l) for the Company to be deemed to have only one class of membership interests or stock of outstanding as, and to the extent required by, Code § 1361(b)(1)(D)).

Section 15.04 Liquidation Discretion of Liquidator.

Notwithstanding the provisions of Section 15.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 15.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon unanimous consent of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 15.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value as determined by the Liquidator in good faith.

Section 15.04 Cancellation of Certificate of Organization.

Upon completion of the distribution of the assets of the Company as provided in Section 15.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

Section 15.05 Survival of Rights, Duties and Obligations.

Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 13.04.

Section 15.06 Recourse for Claims.

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

**ARTICLE XVI
MISCELLANEOUS**

Section 16.01 Expenses.

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

Section 16.02 Further Assurances.

In connection with this Operating Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 16.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Operating Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential

information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Operating Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, “Confidential Information”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company, including, without limitation, use for personal, commercial or proprietary advantage or profit, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Nothing contained in Section 16.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to such Member’s Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 16.03 as if a Member; or (vii) to any potential permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 16.03 as if a Member; *provided*, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 16.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Operating Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives; *provided*, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 16.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member’s Transfer of its Membership Interests.

Section 16.04 Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 16.04):

If to the Company:

Coastal Roots, LLC
Attn: Brandon Lynch
112 Winter Street
Hanson, MA 02341
Tel:
E-Mail:

with a copy to :

Cristina Buccola, Esq.
CB Counsel PLLC
156 Bank Street
New York, New York 10014
Tel: (212) 929.7447
E-Mail: cb@cbcounsel.com

If to a Member or Manager, to such Member's or Manager's respective mailing address as set forth on the Members Schedule or Managers' Schedule, as applicable.

Section 16.07 Headings.

The headings in this Operating Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision of this Operating Agreement.

Section 16.07 Severability.

If any term or provision of this Operating Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Operating Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 13.04(g), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Operating Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the

transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 16.07 Entire Agreement.

This Operating Agreement, together with the Certificate of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Operating Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 16.08 Successors and Assigns.

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

Section 16.09 No Third-Party Beneficiaries.

Except as provided in Article XIII, which shall be for the benefit of and enforceable by Indemnified Persons as described therein, this Operating Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Operating Agreement.

Section 16.10 Amendment.

No provision of this Operating Agreement may be amended or modified except by an instrument in writing executed by the Company and the Member or Members holding a majority of the Membership Interests. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule and the Managers' Schedule may be made by a Manager in accordance with Section 3.01 and Section 7.03(c).

Section 16.11 Waiver.

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

doubt, nothing contained in this Section 16.11 shall diminish any of the explicit and implicit waivers described in this Agreement.

Section 16.12 Governing Law.

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

Section 16.13 Submission to Mediation and Arbitration.

(c) Jurisdiction and Venue. The jurisdiction and venue for any controversy or claim between or among the Parties arising out of or relating to this Operating Agreement (a “Dispute”) shall be Boston, Massachusetts.

(d) Mediation. A Dispute shall first be resolved by nonbinding confidential mediation with a single mediator administered by the Judicial Arbitration and Mediation Services (“JAMS”). Mediation may be initiated by written notice by any Member to the other Members, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. The Members shall jointly choose the mediator from the list of JAMS Neutrals. If the Members cannot agree on a mediator, at the written request of a Member, JAMS shall designate a mediator.

(e) Arbitration. If a Dispute has not been resolved by mediation within ninety calendar (90) days after the effective date of the written notice beginning the mediation process (or such longer period, if the Members so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this Section 16.13.

(f) The Federal Arbitration Act shall govern the interpretation and enforcement of this Operating Agreement on Arbitration. If any court or arbitrator finds that any term makes this Arbitration agreement unenforceable for any reason, the court or arbitrator shall have the power to modify such term (or if necessary delete such term) to the minimum extent necessary to make this Arbitration agreement enforceable to the fullest extent permitted by law.

(g) The arbitration shall be conducted before a panel of three (3) arbitrators. The arbitrators will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. Each of the Members shall designate one (1) arbitrator. No arbitrator may serve on the panel unless they have agreed in writing to abide by the terms of this Section 16.13.

(h) The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding Member has had an adequate opportunity to respond to any such application for such disposition. No discovery shall be permitted in connection with the arbitration,

except to the extent that it is expressly authorized by the arbitrators upon a showing of substantial need by the Member seeking discovery. Before making any disclosure permitted by the AAA Rules, a Member shall give written notice to the other Members and afford such Member a reasonable opportunity to protect its interests.

(i) Each Member shall bear its own costs in both the mediation and the arbitration; however, the Members shall share the fees and expenses of both the mediator and the arbitrators equally.

(j) The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the indemnification provisions herein or any other terms in this Operating Agreement. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as Confidential. The Members acknowledge that any demand for arbitration arising from or in connection with this Operating Agreement must be issued within one (1) year from the date the Member became aware or should reasonably have become aware of the facts that give rise to alleged liability and, in any event, no later than two (2) years after the cause of action accrued.

(k) Any Member may bring an action in court to compel arbitration under this Operating Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgment based on the arbitration award. Otherwise, no Member shall initiate or prosecute any lawsuit or administrative action in any way related to any arbitrable claim.

(l) THE MEMBERS HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY, OR ENFORCEABILITY OF THE OPERATING AGREEMENT TO ARBITRATE.




(m) With respect to any mediation or binding arbitration conducted under this Operating Agreement, the Members may choose for themselves whether to appear in person, by phone, video conferencing, or through the submission of documents.

(n) The provisions of this Section 16.13 shall survive the dissolution, liquidation, winding up and termination of the Company.


Section 16.14 Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have caused this Operating Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

	The Company: COASTAL ROOTS, LLC By:  Name: Brandon Lynch Title: Manager
	The Members:  BRANDON LYNCH
	 SAMANTHA CARNEY

The Managers:

 03 / 25 / 2022
BRANDON LYNCH


 03 / 25 / 2022
SAMANTHA CARNEY

EXHIBIT A
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this “Joinder Agreement”) is executed pursuant to the terms of the Limited Liability Company Agreement of Coastal Roots, LLC (the “Company”) dated as of March __, 2021, a copy of which is attached hereto and is incorporated herein by reference (the “Operating Agreement”). All capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Agreement. By execution and delivery of this Joinder Agreement, the undersigned agrees as follows:

(a) Acknowledgment. The undersigned acknowledges that such Person is acquiring the Membership Interests (as defined in the Agreement) in the Company subject to the terms and conditions of the Agreement.

(b) Agreement. The undersigned hereby (a) agrees that the undersigned shall be a Member and shall have the rights, and be subject to the obligations of a Member pursuant to the terms and conditions thereof contained in the Operating Agreement, (b) agrees that all Membership Interests in the Company acquired by the undersigned shall be bound by and subject to the terms of the Operating Agreement, (c) adopts the Operating Agreement and agrees to become a party to, to be bound by, and to comply with the provisions of the Operating Agreement with the same force and effect as if the undersigned were an original signatory to such Operating Agreement, and (d) assumes all of the obligations of the transferring Member.

(c) Notice. Any notice required to be provided by the Agreement shall be given to the undersigned at the address listed beside such undersigned’s signature below.

(d) Governing Law. This Joinder Agreement and the rights of the parties hereto shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

Accordingly, the undersigned has executed and delivered this Joinder Agreement this __ day of _____, ____.

[Name]

Address for Notices:

SCHEDULE A
MEMBERS SCHEDULE

Member Name and Address	Membership Interest / Capital Contribution
Brandon Lynch 112 Winter Street Hanson, MA 02341	51% / \$51
Samantha Carney 112 Winter Street Hanson, MA 02341	49% / \$49
Total:	100% / \$100

**SCHEDULE B
MANAGERS' SCHEDULE**

Manager Name and Address

Brandon Lynch
112 Winter Street
Hanson, MA 02341
Tel:
E-Mail:

Samantha Carney
112 Winter Street
Hanson, MA 02341
Tel:
E-Mail:

TITLE	The Mensing Group LLC has sent you a document to review and...
FILE NAME	Coastal Roots Ope... Version.docx.pdf
DOCUMENT ID	6c75a6d37a2684f3ac74db6f3801fdb15f9c4858
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

This document was requested on app.practicepanther.com and signed on app.practicepanther.com

Document History



SENT

03 / 25 / 2022

16:05:45 UTC

Sent for signature to Carney, Samantha (samantha@coastalrootscannabis.com) and Lynch, Brandon (brandon@coastalrootscannabis.com) from brandon@coastalrootscannabis.com
IP: 76.24.27.117



VIEWED

03 / 25 / 2022

18:02:03 UTC

Viewed by Lynch, Brandon (brandon@coastalrootscannabis.com)
IP: 107.115.17.68



SIGNED

03 / 25 / 2022

18:05:31 UTC

Signed by Lynch, Brandon (brandon@coastalrootscannabis.com)
IP: 107.115.17.68



VIEWED

03 / 25 / 2022

18:14:57 UTC

Viewed by Carney, Samantha (samantha@coastalrootscannabis.com)
IP: 136.22.132.134

TITLE	The Mensing Group LLC has sent you a document to review and...
FILE NAME	Coastal Roots Ope... Version.docx.pdf
DOCUMENT ID	6c75a6d37a2684f3ac74db6f3801fdb15f9c4858
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

This document was requested on app.practicepanther.com and signed on app.practicepanther.com

Document History



03 / 25 / 2022

18:28:02 UTC

Signed by Carney, Samantha
(samantha@coastalrootscannabis.com)
IP: 107.77.224.82



03 / 25 / 2022

18:28:02 UTC

The document has been completed.



85 B East Central St, Suite A, Natick MA 01760
617-500-1824 www.budrisk.com

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

RE: COASTAL ROOTS, LLC (Cultivator)

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than \$5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. COASTAL ROOTS, LLC has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to COASTAL ROOTS, LLC as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
United Specialty Insurance Company

Best Regards,

DocuSigned by:

James Boynton

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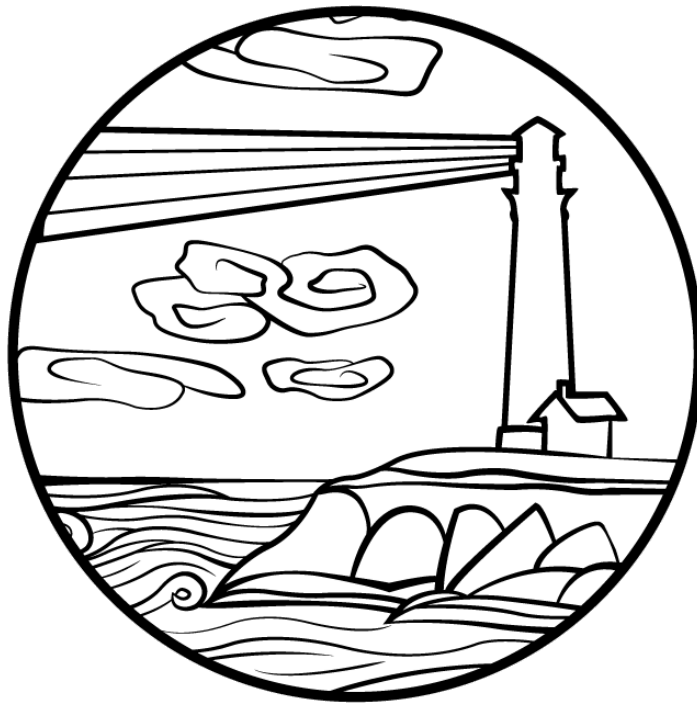
James Boynton

Managing Broker

MA Insurance License #1842496

jim@budrisk.com

Coastal Roots, LLC



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I. Business Summary

What Makes Coastal Roots LLC Unique?

Coastal Roots, LLC (CR) was founded in 2020 by Massachusetts residents Brandon Lynch and Samantha Carney with a mission to bring enjoyable, health conscious products to the cannabis market. As a qualified participant of the Massachusetts Social Equity Program, Brandon intends to grow CR into a leading Massachusetts cannabis brand as both a manufacturer and a cultivator of cannabis-infused, herbal products as defined by 935 CMR 500.

The inspiration for Coastal Roots came from a previously owned herbal apothecary, focussed on providing herbal, loose leaf tea that garnered the trust and support of local communities along the South Shore of Massachusetts. The company was heavily involved in supporting the Massachusetts farming & agricultural, music and arts communities . The two founders have unique knowledge and experience in merging cannabis with other therapeutic herbs.

The Massachusetts cannabis edible market is currently saturated with sugar laden products made with ingredients known to be inflammatory for the human body that water down the beneficial impacts of the cannabis plant. This can be problematic for customers who deal with chronic illness that may be seeking cannabis products to support their overall health.

Coastal Roots is passionately devoted to providing the consumer with a new whole health approach to a cannabis lifestyle. The company intends to accomplish this through offering organic, proprietary blends that merge cannabis with safe and therapeutic herbs in the edible products. These products will not only source the highest quality THC but also the highest quality care and ingredients with conscious consideration of their ecological footprint.

Mission Statement

Coastal Roots mission is to provide Massachusetts cannabis consumers with a new, whole-health approach to a cannabis lifestyle through providing high quality cannabis and an organic edible line that boosts holistic well being while nourishing the body. The company is committed to providing consumer education to empower consumers with knowledge and confidence when integrating THC into their lifestyles. Coastal Roots is also dedicated to conscious consideration of sustainability and eco-friendly practices from cultivation to packaging.

Professional Team

Brandon Lynch

Brandon is the founder and CEO of Coastal Roots LLC. Brandon has 10 years of experience working in the cannabis industry with a background in sales and management. Brandon is a long time cannabis enthusiast, having experienced the life changing impacts cannabis had in his own life as well as in the lives of those around him. After receiving knee surgery from years of playing hockey and being diagnosed with early arthritis, he chose the route of cannabis vs opioids to manage chronic pain symptoms.

Brandon studied Business Management & Entrepreneurship at Curry College. When his Father passed away at the age of 52 to alcohol abuse, Brandon made the decision to pursue his own healing while immersing himself within the cannabis industry, learning everything he could about the plant and how it could positively impact people's lives. The aftermath of losing his father and watching people around him struggle with addictions and inflammatory diets fueled his passion to learn and to share those experiences with others looking for a more holistic approach to their own healing and lifestyle.

Brandon spent the next few years of his life living in California gaining an inside look at the cannabis culture and gaining hands-on experience before the Massachusetts industry was established . He has been a medical patient in MA since 2015 and used his extensive knowledge of the plant to help patients learn and navigate their way around the industry . Brandon has an unwavering passion for educating others and providing them with tools to make safe and informed choices on their journey with cannabis.

Brandon was a part of the initial start up team at Boston Green Health, a local CBD Wellness company where he was positioned as the head of sales. He then began bridging the world of cannabis and common herbs in 2017 when he met Samantha and they began crafting and selling loose-leaf, herbal tea blends as Coastal Roots Apothecary.

One of the biggest problems he has seen within the cannabis industry is the lack of applicable education on holistic, well rounded health and how to safely and fully utilize the plant. Brandon is a self-motivated, genuine leader whose driving purpose is redirecting the culture away from substance abuse and low impact lifestyles by offering safe, high-quality cannabis and herbal infused products with the necessary education to the community. He has developed many key relationships in the industry and has a great team of resources. He harnesses an intuitive knack for understanding consumer and market trends and undeniable passion to spread the cannabis plant.

Samantha Carney

Samantha is a co-founder and manager of Coastal Roots, LLC. She grew up tending to her Grandmother's vegetable, herb and flower gardens along the south shore coast of MA. She spent two years studying clinical & western herbalism at UMASS Amherst, co-founding the first "Herbal Approach to Women's Health" club on campus. Sam went on to graduate from Bridgewater University with a degree in Health Services & Public Health.

Sam spent a portion of her young adult years traveling domestically and abroad studying with various herbalists gaining understanding of different practices such as Traditional Chinese Medicine, Ayurveda and Western Herbalism. Sam spent time learning from master cannabis growers in California, gaining direct experience with cultivation and production. Sam's contagious passion for alternative healing with plants only grew stronger after she helped build a local Massachusetts herbal skincare company from the ground up. She got to experience the ins and outs of starting a small enterprise and excelled in roles such as production manager, marketing and sales, and interpersonal skills educating and connecting with the community at Boston farmers markets and events/workshops at the homestead.

Sam is an accredited herbalist with 10 years of experience. She co-founded Coastal Roots Apothecary where she formulated each of the loose-leaf tea blends and worked as director of branding and marketing. She has been operating her growing business, Blossom Bright, bringing women together in group mentorship programs where she shares holistic-based approaches to physical, emotional and mental wellness. An engaging and vibrant leader, Sam excels at formulating herbal blends, marketing and most importantly, understanding and meeting the needs of the community at large.

Nick Copp

Nick is a talented botanist who will be the cultivation director and master grower for Coastal Roots. He holds a Horticulture degree from Umass Amherst and has great experience with commercial and craft cannabis cultivation. He has developed eco-friendly, cost effective growing techniques that Coastal roots will utilize to produce clean, terpene-rich cannabis flowers.

The Mensing Group

The Mensing Group, a legal and strategic counseling law firm for Massachusetts Cannabis business, will represent Coastal Roots. The group will develop a host community agreement, negotiate with local municipalities in Uxbridge and assist the company in curating the state application for the CCC.

Management & Operations

Brandon will perform executive management operations for the manufacturing of adult-use cannabis products. These duties include but are not limited to, business development, operational development and oversight, compliance program development, marketing, sales, and raising capital in early stages.

They will hire a production manager to regulate inventory and plan production accordingly around incoming sales and communicate the need for more hands on deck. With the help of industry experts Brandon will design the safety plans and procedures that adhere to the CCC and state requirements.

Samantha will be the director of product development, creating the unique herbal cannabis formulas and branding to be used by Coastal Roots. She will also manage the marketing, brand development, and consumer engagement for Coastal Roots and oversee the positive impact and community action plan.

Coastal Roots LLC will manufacture cannabis infused products using organically grown flowers and concentrates to provide the marketplace with safe and unique herbal formulated edible products. Coastal Roots has developed beneficial relationships with various ME's that will supply raw material prior to their first harvest. Coastal Roots will take this approach to ensure a quick entry into an already booming market, to build brand awareness and trust to generate cash flow prior to the Tier 3 (25,000ft) cultivation harvest.

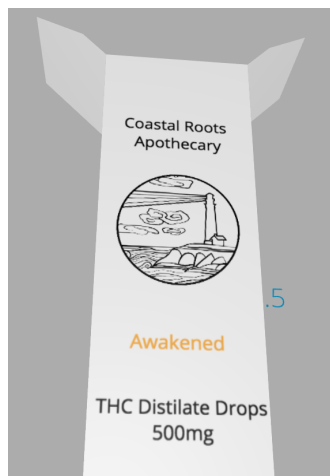
A master grower and cultivation technician for a Tier-3 canopy will be brought on down the road as cultivation begins. CR anticipates onboarding at least 2 sales & marketing team members and 10 operations associates. The total number of employees at the end of year 5 is estimated at 10-25 people (including the founders). These predictions are based on sales estimates and may be increased if sales growth warrants.

Products to be Sold

All products developed by CR will be in accordance with general operational requirements for Marijuana Establishments under 935 CMR 500.105, as well as operational requirements required under 935 CMR 500.130: Additional Operating Requirements for Marijuana Product Manufacturers. In addition to these operational requirements any marijuana product developed by CR must be packaged and labeled as required by 935 CMR 500.105 (5) Labeling of Marijuana and Marijuana Products and 500.105 (6) Packaging of Marijuana and Marijuana Products. Further to these CNB regulations all edible marijuana products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

CR will provide the Massachusetts adult use recreational market with a variety of marijuana products including THC-infused edible products such as:

- Hard candy, chocolate bars, flavored tinctures, honey, body oils, salves
- Pre-packaged flower and pre-rolls
- Solvent-free concentrates, vaporizer cartridges and chocolate



Phase 1 Product List

- Herbal/Flavored Tinctures
- Infused Honey Line
- Herbal Drops

Phase 2 Product List

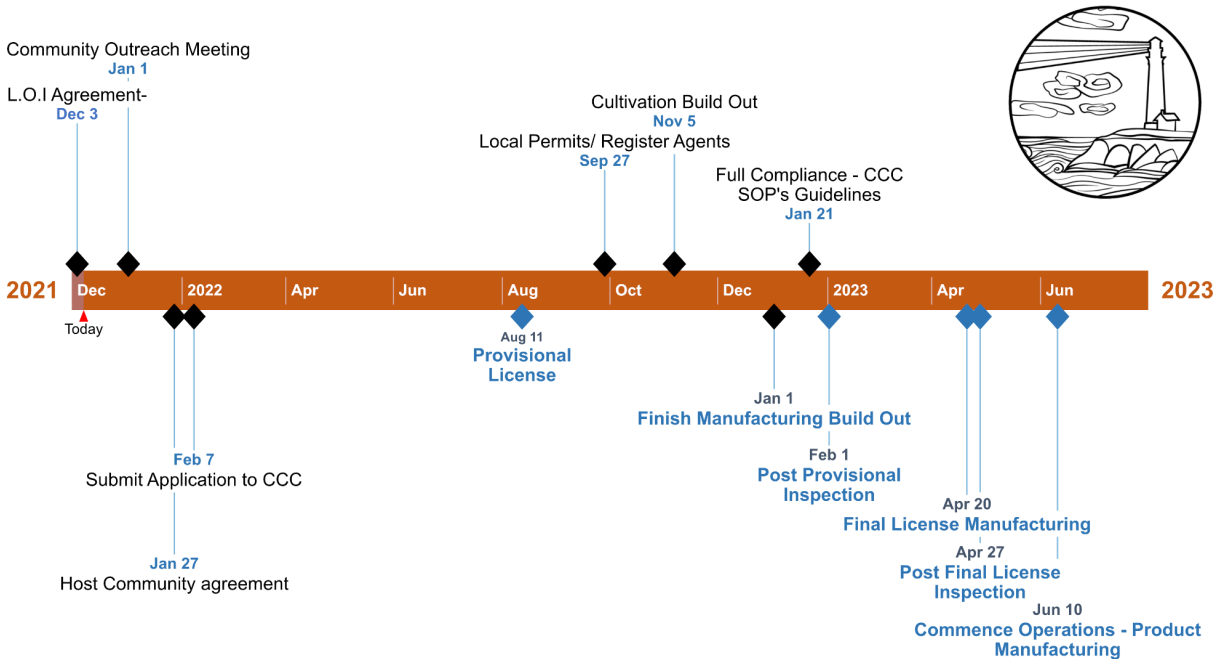
- Pre-packaged Flower
 - Organic cannabis flower in its purest form
 - Pre-packaged 8ths and wholesale bulk flower to other ME's
- Pre-Rolls- Prepackaged, organic, cannabis pre-rolls
 - Utilizing organic, raw papers, recycled hemp containers

Phase 3 Product List

- Cold Water Hash
- Rosin
- Chocolate

The cannabis-infused, edible product line blends organic food and herb ingredients with THC distillate to create infused items that have little cannabis taste or smell. Coastal Roots has developed its own recipes and herbal formulations to be used across their product line. All products will be lab tested and screened for heavy metals and contaminants to ensure the purest product. Everything will be produced in a sanitized, clean manufacturing facility that has been approved by the town of Uxbridge BOH and the CCC. Further to these CNB regulations all edible marijuana products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements

Coastal Roots LLC - Operational Timeline



Marketing & Advertising

Coastal Roots marketing and advertising will be done in accordance with Massachusetts law 935 CMR 500.105 (4) Marketing and Advertising Requirements which provides cannabis organizations direction on advertising, marketing and branding practices. The safety and efficacy of the company's marketing and advertising practices are of top priority. These practices will have no detrimental impact on the public health, safety of minors or promote the diversion of marijuana or marijuana use to individuals younger than 21.

The branding developed by CR will be submitted for approval by the Cannabis Control Commission including but not limited to package design, defining marks used, and child resistant packaging per 935 CMR 500.105 (7) Packaging and Labeling Pre-approval. All such marketing, advertising, and branding created for the public will include the statement: "Please Consume Responsibly," on the face of the advertisement and will include a minimum of two of the warnings, per 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of Coastal Roots will include the following warning, in capital letters, in accordance with M.G.L. c. 94G, § 4(a 1/2)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Herbal and Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Coastal Roots will attend events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. CR will market and promote its products at said events to continue building a qualified consumer network that will seek CR products at local ME's.

Advertising Obstacles & Strategy:

State regulations, and online advertising platforms have strict regulations on how cannabis companies can market their products. In addition platforms like Google, Facebook, Instagram, and Twitter have advertising policies that restrict the promotion of the sale of cannabis. Coastal Roots will overcome these advertising and marketing obstacles through various programs. CR will utilize alternative online advertising sites, as well as direct marketing at industry conferences and other events focused on building community around marijuana-related concerns such as health and wellness, as well as to fully educate consumers, and dispensary agents on CR products to ensure proper and safe usage, and in turn drive sales.

Coastal Roots will communicate with their customers through:

- Company run opt-in email subscription list
- Company run website (including age verification)
- Company run educational & promotional blog
- Cannabis networks and publications
- Social Media networks such as Instagram and Facebook
- Utilizing various cannabis keywords accepted by Google's algorithm

Consumer Education

Consumer education is at the heart of Coastal Roots' mission. CR is more than just a cannabis manufacturer and cultivator business, it is a passionate, natural living and holistic lifestyle brand dedicated to building and sustaining beneficial relationships with its qualified consumer audience. The company is committed to educating consumers with up to date information on proper dosage, methods of administration, whole health benefits of cannabis and therapeutic herbs as well as the potential health impacts and side effects.

Coastal Roots will provide educational and instructional videos for each product and cannabis strain produced. These videos will be provided to all wholesale buyers to successfully inform and educate ME's employees on each product. The ME employees will in turn be able to best educate and inform the consumer on making the best choice for their own cannabis lifestyle with Coastal Roots products. CR will also provide an online catalog of products and strains of cannabis available to consumers through adult-use dispensaries.

The official Coastal Roots website will have regularly updated information on safe, efficient and accessible ways to incorporate CR products into a whole-health, cannabis friendly lifestyle. Updated information will be presented on ongoing research into both health impacts as well as efficacy of cannabinoids and therapeutic herbs on specific illnesses.

II. Proposed Facility

Coastal Roots LLC will operate out of a facility located at 374 West Street, Unit B, Uxbridge, Ma 01569. On December 3, 2021, Coastal Roots signed an agreement with the land owner granting CR 25,000 ft of warehouse space. CR intends to utilize this space for both their manufacturing and tier-3 cultivation facility.

This facility will house all manufacturing, packaging and labeling operations for concentrates, extracts, and MIPs:

- Tincture Line
 - THC Infused Honey
 - Hard Candy Lozenges
 - Body Oil
 - Chocolate: Bar, Truffles
 - Prepackaged Cannabis Flower and Prerolls
 - Hash Rosin
-

Operational Plan-

Phase 1- After final approval the company will purchase raw material from licensed cultivators that they have previously established relationships with as well as new potential partners. CR will then take the raw materials to another company and participate in a toll processing relationship to process the raw materials into concentrate/distillate. Depending on cost effectiveness, CR may purchase concentrate/ distillate extract from other ME's. They will use this to start producing cannabis infused products and focus on that during the first year.

Phase 2- Upon approval of the CCC, Coastal Roots will build out a cultivation facility up to 25,000 ft to produce wholesale flower, pre-packaged flower, and preroll products.

Phase 3- Once the Tier 3 Cultivation is operating, CR will add to the existing product line and begin producing solvent-free concentrate products such as ice water hash and rosin to create concentrates ready free from the use of solvents. These methods provide an end-product that is free of residual chemicals, providing the consumer with a high quality alternative to mainstream concentrate options.

Ecological / Sustainability Conservation Plan

One of the pillars of Coastal Roots mission is to leave as small of an ecological footprint as possible. As Coastal Roots develops policies and procedures for energy sustainability and conservation, the company intends to not only meet the Commission's regulations but to raise the bar when meeting low ecological impact goals.

These policies will include:

1. Identification and implementation of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures)
2. 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;
3. Strategies to reduce electric demand such as lighting schedules, active load management and energy storage; and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

Coastal Roots' proposed facility will be for cultivation and product manufacturing. Lighting and HVAC will utilize energy efficient technologies, including LED-lighting and Energy-Star appliances.

III. Benefits to the Municipality

Coastal Roots looks forward to working in tandem with Uxbridge municipalities to ensure the sanitary and safe operation of cannabis establishments and the sale of cannabis. Coastal Roots is taking direct action to establish a mutually beneficial relationship with the town of Uxbridge both financially and ethically in order to operate as a cannabis manufacturer and cultivator while abiding by specific town regulations.

Monetary Benefits:

- Uxbridge will receive 1.75% (as based on prior businesses in town) of annual revenue to compensate for:
- Environmental impact or storm water or wastewater anticipated as a result of cultivation

- Additional substance abuse prevention programming during first years of operation
- Municipal inspection costs

Jobs for Local Residents: Coastal Roots agrees that job opportunities at the facility will first be made available to Uxbridge residents as a positive factor in the hiring process but will not be determinative and will not prevent the company from hiring the most qualified candidates. CR will comply with all Massachusetts anti-discrimination and employment laws. The cultivation and product manufacturing facility will add full-time jobs, in addition to hiring qualified local contractors and vendors contributing to the overall economic development of the Uxbridge local community.

Community Enrichment: We agree to work with the municipality of Uxbridge in providing staff to participate in a reasonable number of Uxbridge sponsored educational programs on public health and drug abuse prevention geared towards public health and safety personnel.

IV. Financial Plan

CR owners have personally invested start-up money into the company. These funds will be utilized for municipal engagement, legal fees, consulting and administrative fees as well as state licensing, architectural and site design/construction, security plans, and purchase of equipment. CR is looking to raise 1.5 million to build out a space for product manufacturing during phase one. CR will do an initial round of fundraising to, previously interested partners after receiving a provisional and are confident in their ability to find partners based on the revenue projection and current state of the market.

There is currently a limitless demand for products in Massachusetts. Any product manufacturer we speak with says the market is booming and it is hard to keep up. We hope to capitalize on this demand by providing the market place with up to 20,000 units per month in the first three years. We estimate to reach this unit number with as few as 20 partnering retail locations. This volume of sales will provide ample amounts of revenue and working capital, allowing us to continually grow during the early stages. After 1 year, we conservatively estimate to have around 1.2mil working capital generated from the infused products alone. A 25,000ft² canopy will eventually allow us to cultivate up to 3,000 pounds per harvest. At least two harvests per year would produce 6,000 pounds and these sold at \$3,500 each would produce \$21 million in cultivation revenue.

Coastal Roots LLC- 5 Year Pro Forma

		Year 1	Year 2	Year 3	Year 4	Year 5
Product Manufacturing						
Units Sold (per Year)		10,800	21,600	43,200	64,800	162,000
Infused products Revenue		\$378,000.00	\$756,000.00	\$1,512,000.00	\$2,268,000.00	\$5,670,000.00
Cost of Goods						
Raw Material and Supplies		\$119,988.00	\$239,976.00	\$440,982.00	\$719,928.00	\$899,910.00
Labor		\$11,000.00	\$21,000.00	\$43,200.00	\$81,000.00	\$202,500.00
Packaging		\$11,232.00	\$22,464.00	\$44,696.00	\$67,392.00	\$168,480.00
Total Cost of Goods		\$131,220.00	\$262,440.00	\$528,878.00	\$868,320.00	\$1,270,890.00
Manufacture Revenue		\$246,780.00	\$493,560.00	\$983,122.00	\$1,399,680.00	\$4,399,110.00
Tier 3 Cultivation 25,000						
Units Sold (LBS)		3000	6000	6000	6000	6000
Flower Revenue		\$10,500,000.00	\$21,000,000.00	\$21,000,000.00	\$21,000,000.00	\$21,000,000.00
Labor		\$50,000.00	\$150,000.00	\$150,000.00	\$250,000.00	\$250,000.00
Utilities		\$1,350,000.00	\$2,700,000.00	\$2,700,000.00	\$2,700,000.00	\$2,700,000.00
Total costs		\$1,400,000.00	\$2,850,000.00	\$2,850,000.00	\$2,950,000.00	\$2,950,000.00
Cultivation Revenue		\$9,100,000.00	\$18,150,000.00	\$18,150,000.00	\$18,050,000.00	\$18,050,000.00
Rent		\$450,000.00	\$472,500.00	\$496,128.00	\$520,932.00	\$546,972.00
Community Impact Fee		\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Cultivation Operating Expenses		\$2,000,000.00	\$3,472,500.00	\$3,496,128.00	\$3,620,932.00	\$3,646,972.00
Total Expenses		\$2,131,220.00	\$3,734,940.00	\$4,025,006.00	\$4,489,252.00	\$4,917,862.00
Total Revenue		\$10,878,000.00	\$21,756,000.00	\$22,512,000.00	\$23,268,000.00	\$26,670,000.00
Total Operating Profit (EBITDA)		\$8,746,780.00	\$18,021,060.00	\$18,486,994.00	\$18,778,748.00	\$21,752,138.00

SWOT Analysis

Strengths:

- Strong Company Vision and Morals
- 12 Years of Cannabis Industry Experience/ Hands on Experience: Caregiver, Project Manager, Creative Marketing & Product Development/Manufacturing.
- Approved Social Equity Program Participant

- Only high quality, organic ingredients
- Solvent-Free extraction methods (Phase 3)
- Building brand awareness through networking, sponsorships and industry events

Weaknesses:

- Must buy raw product from cultivators (Until Phase Two, Tier 3-Cultivation)
- Subject to market price concentrate/ flower to process
- Restrictive marketing and advertising laws create additional hurdles to build brand awareness

Opportunities:

- National legalization
- High Growth Industry
- Raw product cost will decrease significantly over time

Threats:

- Self-performing, vertically integrated dispensaries creating their own products
- Other Cannabis Manufacturers & Processors in Massachusetts
- Existing out of state brands entering the Massachusetts market
- Current federal legal limitations
- Low dosage restraints on MIPs; illicit market opportunity

Competition

As of today, there are 243 licensed product manufacturers and 322 cultivators in the state of Massachusetts. We recognize that out-of-state product manufacturers and cultivators have an advantage in the Massachusetts cannabis market coming in with significant funding and experience working within this industry. Coastal Roots is confident in its team's hands-on experience with cannabis and in its ability to build a reputable brand people will learn to love. Coastal Roots is firmly rooted in the success of inclusive, passionate, and genuine business strategies and morals. We believe that our unique journey as a business and pre-existing relationship to the local residents of Massachusetts will encourage rapid growth and drive innovation.

Massachusetts Market:

As of November 8, 2016, Massachusetts became the first state on the East Coast to legalize recreational marijuana, with 1.7 million voters approving this ballot initiative. Adult-use Marijuana Retailers in Massachusetts have surpassed \$2 billion in gross sales since stores opened in 2018, according to information reported in the state's mandatory seed-to-sale tracking system.

With over 6.8 million residents, Massachusetts is predicted to have roughly 800,000 in-state customers in addition to annual tourists, as predicted by Marijuana Business Daily. Massachusetts average household income is \$67,846, roughly \$14,000 more than the national average lending to a higher expendable income for a significant part of the cannabis consumer population which lends to the rapidly growing cannabis market in the commonwealth.

Target Market-

- Male/Female
- 28-60 years old
- Consumers who prefer and appreciate small batch vs commercial scale operations
- Health conscious
- Prefer natural and organic ingredients
- Consumers looking for discreet options
- MA resident/tourist/visitor
- Working professional
- Outdoor, nature enthusiast
- Consumers with desire for high-quality cannabis concentrates and infused products
- Desire a high-end, craft and gourmet tasting food item

Product manufacturers have an advantaged position to capitalize on the increasing marijuana legalization in comparison to retailers as they have the benefits of decreasing wholesale flower prices and a rapidly increasing recreational market that shows increasing preference towards infused products and concentrates. In 2018 sales of Edibles topped \$1.5 billion. The Edible category is anticipated to hit over \$4.1 billion by 2022.

When comparing recreational markets such as Colorado and Washington, we see that consumers have been trending towards preference of infused manufactured products over flowers.

This trend shift is due to the increasing demand for consumer education on healthy dosing methods, products available, and alternatives to smoking.

Concentrate sales in the US accounted for 54% of the overall cannabis sales in 2018. 58% of Concentrate spending in 2018 came from Vape Cartridges. Vaporizer sales are expected to reach \$6.5 billion by 2022.

Coastal Roots LLC

RESTRICTING ACCESS TO AGE 21 OR OLDER

Coastal Roots LLC (“Coastal Roots” or “the Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include “policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

A. COMPLIANCE WITH 935 CMR 500.105(1)(p)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
 - a. A validly issued driver’s license;
 - c. A government-issued identification card;
 - d. A government-issued passport; and
 - e. A United States-issued military identification card.

Coastal Roots LLC

MAINTAINING OF FINANCIAL RECORDS

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

Furthermore, Coastal Roots will implement the following policies for Recording Sales:

- (a) Coastal Roots will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) Coastal Roots may also utilize a sales recording module approved by the DOR.
- (c) Coastal Roots will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) Coastal Roots will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Coastal Roots will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Coastal Roots determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it will immediately disclose the information to the Commission;
 - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) Coastal Roots will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) Coastal Roots will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) Coastal Roots will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Following the closure of Coastal Roots, all records will be kept for at least two years, at Coastal Roots’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Coastal Roots shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.130.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Coastal Roots LLC (“Coastal Roots” or “the Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Coastal Roots shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(3)(a), Coastal Roots is providing these personnel policies, including background check policies, for its Marijuana Establishment that will be located in.

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

In accordance with 935 CMR 500.105(1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Coastal Roots has and follows a set of detailed written operating procedures for each location. Coastal Roots has developed and will follow a set of such operating procedures for each facility. Coastal Roots’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;
- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
 - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - 2. Engaged in unsafe practices with regard to operation of the Marijuana

Coastal Roots LLC

Establishment, which shall be reported to the Commission; or

3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another jurisdiction.

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)

(m) Requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

(n) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), to be available upon inspection.

(o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(p) Policies and procedures for energy efficiency and conservation that shall include:

1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
2. 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;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

(q) Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby Coastal Roots:

1. shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;
2. shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct. All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928 and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000.

In accordance with 935 CMR 500.105(2), all of Coastal Roots's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program, and once designated a "Responsible Vendor". Once a marijuana establishment is designated a Responsible Vendor, all of Coastal Roots's agents that are involved in the handling and sale of marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire. This program shall then be completed at a minimum of eight (8) hours by Coastal Roots's agents annually, with the exception for agents classified as Administrative Employees, may participate in the Responsible Vendor Training Program on a voluntary basis. Coastal Roots shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g). Responsible vendor

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training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including spotting and confiscating fraudulent ID; and key state and local laws.

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

1. At a minimum, marijuana establishment agents shall receive a total of eight hours of training annually. The eight-hour total training requirement shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent.
2. A minimum of four hours of training shall be from responsible vendor training program courses established under 935 CMR 500.105(2)(b). Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.
3. Non-RVT training may be conducted in-house by the Marijuana Establishment or by a third-party vendor engaged by the Coastal Roots. Basic on-the-job training Coastal Roots provides in the ordinary course of business may be counted toward the eight-hour total training requirement.
4. Agents responsible for tracking and entering product into the Seed-to-sale SOR shall receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.
5. Coastal Roots shall maintain records of compliance with all training requirements noted above. Such records shall be maintained for four years and Coastal Roots shall make such records available for inspection on request.

In accordance with 935 CMR 500.105(9), General Operational Requirements for Marijuana Establishments, Record Keeping, Coastal Roots's personnel records will be available for inspection by the Commission, upon request. Coastal Roots's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following Coastal Roots personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of Coastal Roots's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Coastal Roots and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed Responsible Vendor Training Program and in-house training for

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Coastal Roots agents required under 935 CMR 105(2).

3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures, including at a minimum, the following:
 - a. Code of Ethics;
 - b. Whistle-blower policy.
5. All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

Coastal Roots understands that in the event that Coastal Roots were to close, all records will be kept for at least two years at the expense of Coastal Roots and in a form and location acceptable to the commission.

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QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, Coastal Roots LLC (“Coastal Roots” or “the Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Marijuana, Marijuana Products, and Marijuana-infused Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

Pursuant to 935 CMR 500.130(4)(a), Coastal Roots shall retain all records of purchases from any manufacturer or supplier of any ingredient, additive, device, component part or other materials obtained by the Product Manufacturer in relation to the manufacturing of Marijuana Vaporizer Devices and such records shall be made available to the Commission on request. Coastal Roots will make objectively reasonable efforts to identify and maintain records of the name and business address of the manufacturer of any cartridge, battery, atomizer coil, hardware or other component of Marijuana Vaporizer Products manufactured by the Licensee. Further, Coastal Roots will, on request by the Commission, identify the materials used in the device’s atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material) or state if such information cannot be reasonably ascertained in accordance with 935 CMR 500.130(4)(b). In addition, a copy of the Certificate of Analysis for each thickening agent, thinning agent or terpene infused or incorporated into a Marijuana Vaporizer Device during production will be retained by Coastal Roots and provided as a part of a wholesale transaction with any Marijuana Retailer or MTC, and will provide the recipient with the information insert as established in 935 CMR 500.130(4)(c).

Coastal Roots shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by Coastal Roots for at least one year in accordance with 935 CMR 500.160(5). All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Coastal Roots by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Coastal Roots shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Coastal Roots’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All Coastal Roots staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Coastal Roots will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

Coastal Roots’s Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within

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the Commonwealth of Massachusetts. All Coastal Roots staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

Pursuant to 935 CMR 500.130(9), Coastal Roots will provide a quality control sample of marijuana flower to its employees for the purpose of ensuring product quality and determining whether to make the product available to consumers. Such quality control samples will not be consumed by Coastal Roots staff on the premises, be sold to another licensee or consumer, and will be tested in accordance with 935 CMR 500.160. All quality control samples provided to Coastal Roots staff will be assigned a sequential alphanumeric identifier and entered into the Seed-to-Sale SOR in a manner determined by the Commission, and will be designated as a "Quality Control Sample." All quality control samples will have a label affixed to them in accordance with 935 CMR 500.130(9)(e). Upon providing a quality control sample to Coastal Roots staff, Coastal Roots will record the reduction in quantity of the total weight or item under the alphanumeric sequence associated with the quality control sample, the date and time the sample was given to the employee, the agent registration number of the employee receiving the sample, and the name of the employee.

All Coastal Roots staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3)(b)(2). All phases of product manufacturing will take place in a limited access area. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination, in compliance with 935 CMR 500.105(3)(b)(9). In accordance with 935 CMR 500.105(3)(a), Coastal Roots will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
4. Prepared and handled on food -grade stainless steel tables; and
5. Packaged in a secure area

Coastal Roots management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow Coastal Roots procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

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, pursuant to 935 CMR 500.105(12) and 935 CMR 500.105(3)(b)(5).

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

Coastal Roots will ensure all toxic items are identified, held, and stored in a manner that protects against contamination of marijuana, in accordance with 935 CMR 500.105(3)(b)(10). Pursuant to 935 CMR 500.105(3)(b)(15), storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

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

Pursuant to 935 CMR 500.160(11), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Coastal Roots 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, in accordance with 935 CMR 500.160(2).

Coastal Roots shall provide its employees with adequate, readily accessible toilet facilities, in accordance with 935 CMR 500.105(3)(b)(13).

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RECORD KEEPING PROCEDURES

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

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Coastal Roots, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12). Coastal Roots shall keep these waste records for at least three years, in accordance with 935 CMR 500.105(12).

PERSONNEL RECORDS

Pursuant to 935 CMR 500.105(9)(d), the following personnel records shall be maintained:

1. Job description for each agent;
2. A personnel record for each agent;
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030

BUSINESS RECORDS

In accordance with 935 CMR 500.105(9)(e), the following business records shall be maintained:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts;
4. sales records; and
5. Salary and wages paid to each employee.

VISITOR LOG

Coastal Roots will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

Coastal Roots will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and

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all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8)(c) and 935 CMR 500.105(8)(d). Real-time inventory records may be accessed via METRC, the Commonwealth's seed-to-sale tracking software of record. Coastal Roots will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

Coastal Roots will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(13)(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent's (LME) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. Coastal Roots will maintain records of all manifests.

INCIDENT REPORTS

Coastal Roots will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(9). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

Coastal Roots shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. Coastal Roots shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that Coastal Roots operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each

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trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.105(13). Coastal Roots shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

Coastal Roots will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(10). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to Coastal Roots's security system, Coastal Roots will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

Coastal Roots will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(l). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at Coastal Roots' sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

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QUALIFICATIONS AND TRAINING

Coastal Roots LLC (“Coastal Roots” or “the Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete the minimum training requirements prior to performing job functions. Marijuana establishment agents will receive a total of eight hours of training that will be tailored to the role and responsibilities of the job function at Coastal Roots. Marijuana establishment agents will be trained for one week before acting as an agent. At a minimum, marijuana establishment agents shall receive a total of eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with Coastal Roots. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b)(1), all current marijuana establishment agents of Coastal Roots involved in the handling and sale of marijuana at the time of licensure or licensure renewal, will successfully complete Responsible Vendor Training (“RVT”) Program, and be designated a “responsible vendor.” In accordance with 935 CMR 500.105(2)(b)(1)(a-c), a marijuana establishment agent at Coastal Roots will be enrolled in the Basic Core Curriculum of the RVT program, and successfully complete this program within 90 days of hire. Upon the completion of the Basic Core Curriculum, the marijuana establishment agent will be eligible to enroll in the Advance Core Curriculum if Coastal Roots deems appropriate. Administrative employees at Coastal Roots, that do not handle or sell marijuana, may voluntarily participate in the four-hour RVT requirement, but may take a Responsible Vendor Training Program.

Coastal Roots will comply with 935 CMR 500.105(2)(b)(3) by requiring all marijuana establishment agents who have completed the Basic Core Curriculum, and are involved in the handling and sale of marijuana enroll in and complete the four-hour RVT requirement annually. This will ensure that Coastal Roots maintains its designation as a Responsible Vendor.

Coastal Roots shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(a)(5). Responsible vendor training shall include: marijuana’s effects on the human body; diversion prevention and prevention of sales to minors; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID along with spotting and confiscating fraudulent ID; and key state and local laws.

All of Coastal Roots’ employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Coastal Roots employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(2). All registered agents of Coastal Roots shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in marijuana establishment agents’ files. Coastal Roots shall retain all training records for at least four (4) years as required by 935 CMR 500.105(2)(a)(5). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

Energy Compliance Plan

Coastal Roots LLC (“Coastal Roots” or the “Company”) will work with our architect and engineer to identify as many energy saving strategies as possible. In addition, Coastal Roots will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation.
- Installing ‘smart’ thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks.
- Coordinating with the HVAC contractor to identify any energy saving opportunities.
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters.
- Installing Photovoltaic panels
- Increase daylight into work areas
- Minimize night work
- Source raw materials only from suppliers that also implement energy saving measures
- Install bike racks to encourage bike use by employees
- Sustainable packaging of products
- Recycling

In the future, any replacements or upgrades of heating/cooling, lighting, and plumbing will include energy efficiency as part of its criteria for evaluation.

Coastal Roots will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

Coastal Roots acknowledges that if a Provisional License is issued, Coastal Roots, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

Coastal Roots will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). Coastal Roots will engage in either a Mass Save audit or coordinate with our local municipal electric company to conduct an audit, which will be included in the summary.

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As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for Coastal Roots to optimize its energy usage.

Coastal Roots is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs. Coastal Roots will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

Coastal Roots will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.

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DIVERSITY PLAN

Coastal Roots LLC (“Coastal Roots” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Coastal Roots a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

Town Specific Data - According to 2020 Census information, Uxbridge has approximately 14,162 people. 51.5% of the population is Female and 48.5% are Male. Of the Uxbridge population, approximately 14.8% of the population is age 65 or older. Approximately 593 veterans live in Uxbridge. The population is 96.1% White, 1.7% Hispanic, 0.5 % Asian alone, and 1.9% Black alone.

Coastal Roots’s commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as needed if necessary:

Goal One: Achieve at least the goals below for our hiring and staffing:

- *Veterans* - 15%
- *People with Disabilities* - 15%
- *LGBTQ+ individuals* - 15%
- *Women* - 15%
- *People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people* - 15%

Programs to Achieve Diversity Goal One:

- Increase diversity of the make-up of our staff by actively seeking out people who are members of the groups specified above, through in-house hiring initiatives and participation in online diversity job boards at least once a year and as frequently as needed as staffing needs dictate. Sources utilized will include: *The Worcester Telegram & Gazette*.

Measurements for Diversity Goal One:

- Coastal Roots personnel files shall be evaluated on an annual basis to determine how many employees are members of the groups above that occupy positions within the company and that number shall be divided by Coastal Roots’s total staffing at its facility to determine the percentage achieved.

Goal Two: Enhance workforce diversity by contracting with diverse businesses. Coastal Roots shall strive to employ at least the following percentages of its contractors, subcontractors, and suppliers from the following groups specified in the paragraph below:

- Minority Business Enterprise - 5%
- Women Business Enterprise - 5%
- Veteran Business Enterprise - 5%
- LGBT Business Enterprise - 5%
- Disability-Owned Business Enterprise - 5%

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Programs for Diversity Goal Two:

Coastal Roots will make good faith efforts to employ contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a business from the categories above, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Coastal Roots seek to have diversity across the listed demographic groups and measure those against the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity (“DBE”) category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships.

Measurements for Diversity Goal Two:

Coastal Roots shall maintain a list of active contractors, subcontractors, and suppliers and compare that list annually to the Massachusetts Directory of Certified Businesses to determine progress towards the goals listed above.

Our goal is objectively reasonable.

Coastal Roots’s goals for this Establishment are objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions in the *Worcester Telegram & Gazette*.

Coastal Roots acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

Coastal Roots 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 Marijuana Establishments.

Coastal Roots acknowledges that 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.