



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1302
Original Issued Date: 01/12/2023
Issued Date: 01/12/2023
Expiration Date: 01/12/2024

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification
Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: EnRoot Home Delivery LLC

Phone Number: 617-501-0989 Email Address: bseankeith@gmail.com

Business Address 1: 415 Blue Hill Ave Business Address 2:

Business City: Boston Business State: MA Business Zip Code: 02121

Mailing Address 1: 22 Warren St Mailing Address 2:

Mailing City: Boston Mailing State: MA Mailing Zip Code: 02119

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a
DBE

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: EE201954

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

License 1

Additional Social Equity or Economic Empowerment License Numbers: SEA305360

License 2

Additional Social Equity or Economic Empowerment License Numbers: SEA306235

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 20 Percentage Of Control:
20

Role: Owner / Partner Other Role:

First Name: Brian Middle Name: Sean Last Name: Keith Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 20 Percentage Of Control: 20
Role: Owner / Partner Other Role:
First Name: Joanne Middle Name: Francois Last Name: Keith Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 20 Percentage Of Control: 20
Role: Owner / Partner Other Role:
First Name: James Middle Name: Last Name: Finney Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 20 Percentage Of Control: 20
Role: Owner / Partner Other Role:
First Name: Solmon Middle Name: Last Name: Chowdhury Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 20 Percentage Of Control: 20
Role: Owner / Partner Other Role:
First Name: Rokeya Middle Name: Last Name: Begum Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: James	Last Name: Finney	Suffix:
Marijuana Establishment Name: JOF Enterprises Inc	Business Type: Other	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 2

First Name: Brian	Last Name: Keith	Suffix:
Marijuana Establishment Name: Rooted In LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 3

First Name: Joanne	Last Name: Keith	Suffix:
Marijuana Establishment Name: Rooted In LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 4

First Name: Rokeya	Last Name: Begum	Suffix:
Marijuana Establishment Name: Rooted In LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 5

First Name: Solmon	Last Name: Chowdhury	Suffix:
Marijuana Establishment Name: Rooted In LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 415-417 Blue Hill Avenue	Establishment Address 2:
Establishment City: Boston	Establishment Zip Code: 02121
Approximate square footage of the establishment: 4000	How many abutters does this property have?: 4
Have all property abutters been notified of the intent to open a Marijuana Delivery Operator Licensee at this address?: Yes	

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Enroot HCA Certification.pdf	pdf	62e2af3cfad13900086b4961	07/28/2022
Plan to Remain Compliant with Local Zoning	EnRoot Plan to Remain Compliant with Local Zoning.pdf	pdf	62e2d2c6c4bff6000930ce8c	07/28/2022
Community Outreach Meeting Documentation	Link to Community Meeting for EnRoot Home Delivery.pdf	pdf	633c8b452bb69400085d4925	10/04/2022
Community Outreach Meeting	Re-attached with Updated B .pdf	pdf	63656154bd58f900087a9c24	11/04/2022

Documentation

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact - EnRoot.pdf	pdf	63237240d239e20007f75698	09/15/2022

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

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

Individual Background Information 4

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

Individual Background Information 5

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

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload
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				Date
Secretary of Commonwealth - Certificate of Good Standing	The Commonwealth of Massachusetts.pdf	pdf	62edae311e960b0009f5674d	08/05/2022
Department of Unemployment Assistance - Certificate of Good standing	Unemployment Insurance Certificate of Good Standing.pdf	pdf	62f4210e1e960b0009fb709b	08/10/2022
Department of Revenue - Certificate of Good standing	Dept of Rev. Cert of Good Standing.pdf	pdf	62f423157deb3b000900d17d	08/10/2022

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Operating Agreement - EnRoot Home Delivery LLC - 8-31-22-2.pdf	pdf	63164ff4d239e20007e9b742	09/05/2022
Articles of Organization	Certificate of Organization - EnRoot.pdf	pdf	6324cdd38f0d7a000975e8e6	09/16/2022

Massachusetts Business Identification Number: 001555917

Doing-Business-As Name:

DBA Registration City: Boston

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Liability Insurance Plan.pdf	pdf	61f32f00d3dbc608cffa4947	01/27/2022
Business Plan	Business Plan.pdf	pdf	61f33015d3dbc608cffa494b	01/27/2022
Proposed Timeline	Proposed Time Line EnRoot.pdf	pdf	633c90f82bb69400085d5995	10/04/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Dispensing Plan.pdf	pdf	61f330eb71cb79087958e390	01/27/2022
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Plan for Delivery.pdf	pdf	61f3451cea5b88086e76ecc9	01/27/2022
Inventory procedures	Inventory Plan.pdf	pdf	61f3455aea0b000858e889e7	01/27/2022
Maintenance of financial records	Financial Records Plan.pdf	pdf	61f3459ea828d708f050f35c	01/27/2022
Personnel policies	PERSONNEL Policies.pdf	pdf	61f345f2ea0b000858e889eb	01/27/2022
Prevention of diversion	Prevention of Diversion.pdf	pdf	61f3462425efbc089300f2f7	01/27/2022
Qualifications and training	Qualifications and Training.pdf	pdf	61f3468071cb79087958e3c5	01/27/2022
Quality control and testing procedures	Quality Control and Testing.pdf	pdf	61f346c435cb3e08f721ca12	01/27/2022
Record-keeping procedures	Recordkeeping.pdf	pdf	61f346fd8d09e508d6113913	01/27/2022
Security plan	Security Plan.pdf	pdf	61f34733879c73091c815b07	01/27/2022

Transportation of marijuana	Transportation Plan.pdf	pdf	61f3476ed3dbc608cffa498f	01/27/2022
A detailed plan for White Labeling	Plan for White Labeling.pdf	pdf	61f347bee95b8c088881474a	01/27/2022
A plan to obtain marijuana and marijuana products	Plan for Obtaining Marijuana.pdf	pdf	61f347f0dc96b108e551798e	01/27/2022
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	61f3481bd04772090d5a1c6c	01/27/2022
Storage of marijuana	Storage Plan.pdf	pdf	61f3485ad3dbc608cffa4993	01/27/2022
Diversity plan	EnRoot Diversity Plan.pdf	pdf	6371cbeb52253500082270ae	11/14/2022

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM Monday To: 9:00 PM
Tuesday From: 10:00 AM Tuesday To: 9:00 PM
Wednesday From: 10:00 AM Wednesday To: 9:00 PM
Thursday From: 10:00 AM Thursday To: 9:00 PM
Friday From: 10:00 AM Friday To: 9:00 PM
Saturday From: 10:00 AM Saturday To: 9:00 PM
Sunday From: 12:00 PM Sunday To: 8:00 PM

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee 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.:

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded



Host Community Agreement Certification Form

Instructions

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

Certification

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


1. Name of applicant:

EnRoot Home Delivery LLC

2. Name of applicant's authorized representative:

Brian Keith

3. Signature of applicant's authorized representative:

DocuSigned by:

622F8C37838348F...

4. Name of municipality:

Boston

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

Jasmin Winn



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

Jasmin Winn

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

jasmin.winn@boston.gov

8. Host community agreement execution date:

March 15, 2022

Plan to Remain Compliant with Local Zoning

EnRoot Home Delivery LLC (“EnRoot”) will remain compliant at all times with the local zoning requirements set forth in the City of Boston. In accordance with Zoning Ordinance Article 50, Section 28, EnRoot is located in Ward 12 where siting of a Marijuana Delivery Operator is conditional use. EnRoot has sought and has received relief from the Boston Zoning Board of Appeals for any and all zoning variances.

In compliance with 935 CMR 500.110(3), EnRoot’s proposed Marijuana Delivery Operator Facility is not located within five hundred (500) feet of a public or private, primary or secondary school providing education to children in kindergarten or grades 1 through 12. Although sited within .5 miles of another Marijuana Establishment, the Boston Zoning Board of Appeals has granted relief for such a variance.

As required by the Boston Zoning Board of Appeals, EnRoot will apply for zoning relief for any issued variances from the Zoning Board. EnRoot will also apply for any other local permits required to operate a Marijuana Delivery Operator Establishment at the proposed location. EnRoot will comply with all conditions and standards set forth in any required local permit. EnRoot will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

EnRoot has also retained the law firm Vicente Sederberg LLC to assist with ongoing compliance with local zoning requirements.

Link to Community Meeting for EnRoot Home Delivery

<https://youtu.be/GtfCGASYSZA>



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): 10/3/2022
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:

9/16/22

b. Name of publication:

Boston Herald

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:

9/23/22

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:

9/26/2022

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

Name of applicant:

Brian Keith

Name of applicant's authorized representative:

Brian Keith

Signature of applicant's authorized representative:



622F8C37B36348F

Attachment A

ORDER DETAILS

Order Number:
NY0059457
External Order #:
2377428
Order Status:
Approved
Classification:
Legal Notices
Package:
Legals MA
MA Boston Herald Legal Online Fee:
8.69
Final Cost:
124.04
Payment Type:
Mastercard
User ID:
W0017242
Username:
Rootedin

PREVIEW FOR AD NUMBER NY00594570

EnRoot Delivery is hosting a Community Meeting to discuss the Marijuana Courier and Delivery Operator License at 415-417 Blue Hill Ave

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, October 3rd at 6:00PM on zoom. Please join us at <https://bit.ly/3df2hab>.

The proposed Marijuana Courier and Delivery Operator License is anticipated to be located at 415-417 Blue Hill Ave. There will be an opportunity for the public to ask questions.

9/16/2022

#NY0059457

ACCOUNT INFORMATION

Andrea Dolan
415 Blue Hill Ave
Boston, MA 02115
862-266-9517
andrea@rootedinroxbury.com
Rooted in LLC

PAYMENT DETAILS

Mastercard *****2569 08/2026

TRANSACTION REPORT

Date
September 15, 2022 10:05:47 AM EDT
Amount:
124.04

ADDITIONAL OPTIONS

No Affidavit

10/4/22, 12:47 PM

View Ad

Attachment A

SCHEDULE FOR AD NUMBER NY00594570

September 16, 2022
Boston Herald Legals

Attachment B

EnRoot Home Delivery LLC

Dear Neighbor,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, October 3rd at 6:00PM via Zoom. You mjoin by going to <https://bit.ly/3dfkqF1>

The proposed (type(s) of Marijuana Establishment) is anticipated to be located at 415-417 Blue Hill Ave. There will be an opportunity for the public to ask questions.

Join virtually at the Zoom Event link below - this is NOT an in person meeting:

Date: Monday, October 3, 2022

Time: 6:00PM

Event Link: <https://bit.ly/3dfkqF1>

Dial-in Number: +1 309 205 3325 | **Meeting ID:** 880 2560 1194 | **Passcode:** 795134

There will be an opportunity for the public to raise comments, questions, and concerns.

If you any questions or comments about this proposal, please contact:

James Finney, Joanne Keith, Brian Keith, Solmon Chowdhury, Rokeya Begum
Owners, EnRoot Home Delivery LLC

617-676-2110 | andrea@rootedinroxbury.com

Please note, this is distributed by the owner(s)/developer(s)/attorney(s)/applicant(s),. The purpose of this notice is to notify the abutters of the changes made since our last meeting with the city. This flier has been mailed by the proponents per the State of Massachusetts' request.

EnRoot Home Delivery LLC

Attachment C

Dear Neighbor,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, October 3rd at 6:00PM via Zoom. You may join by going to <https://bit.ly/3dfkqF1>

The proposed Delivery Operator is anticipated to be located at 415-417 Blue Hill Ave. There will be an opportunity for the public to ask questions.

Join virtually at the Zoom Event link below - this is NOT an in person meeting:

Date: Monday, October 3, 2022

Time: 6:00PM

Event Link: <https://bit.ly/3dfkqF1>

Dial-in Number: +1 309 205 3325 | **Meeting ID:** 880 2560 1194 | **Passcode:** 795134

There will be an opportunity for the public to raise comments, questions, and concerns.

If you any questions or comments about this proposal, please contact:

James Finney, Joanne Keith, Brian Keith, Solmon Chowdhury, Rokeya Begum
Owners, EnRoot Home Delivery LLC

617-676-2110 | andrea@rootedinroxbury.com

Please note, this is distributed by the owners. The purpose of this notice is to notify the abutters of the changes made since our last meeting with the city. This flier has been mailed by the proponents per the State of Massachusetts' request.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

GOALS

EnRoot Home Delivery LLC (“EnRoot”) is sited in the heart of Boston’s BIPOC community. EnRoot is located within Census Tract 820, and abuts Census Tracts 817, 818, 819, 821, 901, 903, 904, all of which are considered areas of disproportionate impact. In order for EnRoot Home Delivery LLC to positively impact areas of disproportionate impact, and to ensure those closest to the pain caused by the failed War on Drugs are able to reap the benefits of cannabis legalization, EnRoot has established the following goals:

- To Create an Employee Profit Sharing Program
 - a. To set aside 5% of profits for an employee profit share program
- To Create an Employee First Time Homebuyer Down Payment Assistance Program
 - a. To Create an employee down payment assistance program for first time homebuyers providing the opportunity for employees to remain and own in Boston. The Down Payment Assistance Program will be funded at \$50,000.00 per year, which will create ten (10) \$5,000.00 grants for employees who are first time homebuyers

PROGRAMS

EnRoot has developed specific programs to effectuate its stated goals to positively impact Boston’s areas of disproportionate impact. Such programs will include the following:

- Employee Profit Sharing Program
 - EnRoot has set hiring goals of 80% Boston Residents, 50% Roxbury Residents, 51% people of color, 51% women, 30% residents of the following Census Tracts: 817, 818, 819, 820, 821, 901, 903, 904, and 30% residents from all other Boston Area Census Tracts. To that end, we plan on rewarding our employees, 80% of whom will live in Boston which contains the highest number of disproportionately impacted census tracts in Massachusetts, with a profit share of 5% based on company profits. This creates an opportunity for employees to begin creating generational wealth outside of their traditional paycheck.
- Employee First Time Homebuyer Down Payment Assistance Program
 - EnRoot will develop a down payment assistance program for our employees. This program, when coupled with other sources of private and public funding, will provide our employees, 80% of whom will be Boston residents, the opportunity to purchase their first home. The program will be limited to those employees who during their time of employment reside in areas of disproportionate impact, with a focus on Census Tracts 817, 818, 819, 820, 821, 901, 903, 904, the census tracts in closest proximity to the EnRoot site. The most effective way to create generational wealth is by owning and purchasing your first home. This program will provide employees with a head start in this endeavor.

MEASUREMENTS

The Director of Diversity, Inclusion, and Community Engagement will administer the Plan and will be responsible for developing measurable outcomes to ensure EnRoot continues to meet its commitments. Such measurable outcomes, in accordance with EnRoot's goals and programs described above, include:

- Employee Profit Sharing Program Measurement
 - The Director of Diversity, Inclusion and Community Engagement will measure the success of this program by the 5% distributions to employees
 - As an example, if we anticipate a quarterly profit share of \$100,000, employees will share in the profit distribution at a rate of \$5000 distributed equally. With an estimated 25 employees, this would be a disbursement of \$200 per employee
 - Final employee disbursement would be dependent on the actual amount of the quarterly profit share
- Employee First Time Homebuyer Down Payment Assistance Program Measurement
 - The Director of Diversity, Inclusion and Community Engagement will measure the success of this program by confirming all funds are distributed to employees who meet the requirements of the program
 - EnRoot will fund this program at \$50,000/yr and create 10 (ten), \$5000 grants for employees who are first time homebuyers. We would ask that the employee meet the same requirements as the [City of Boston First Time Homebuyer Program](#) through the Boston Home Center, as well as complete and graduate from an approved [Homebuying 101](#) class.

Beginning upon receipt of EnRoot's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, EnRoot will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Director of Community Engagement will review and evaluate EnRoot's measurable outcomes no less than quarterly to ensure that EnRoot is meeting its commitments. EnRoot is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

ACKNOWLEDGEMENTS

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

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the “Agreement”), dated as of the 2nd day of ^{September} , 2022, is by and among the persons identified as Members on *Schedule A* (each such person being individually referred to as a “Member” and all such persons being referred to collectively as the “Members”). **Rokeya Begum, Joanne Francois Keith, Solmon Chowdhury, Brian Sean Keith, and James Finney**, each a Member, also serve as, and are signing this Agreement in their capacity as a Manager of the limited liability company formed hereby.

WHEREAS, EnRoot Home Delivery, LLC (the “LLC”) has been formed as a limited liability company under the Massachusetts Limited Liability Company Act (the “Act”) by the filing on the date hereof of a Certificate of Organization (the “Certificate”) in the office of the Secretary of the State of the Commonwealth of Massachusetts; and

WHEREAS, the Managers and the Members wish to set out fully their respective rights, obligations and duties with respect to the LLC and its business, management and operations.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I **Definitions**

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

“**Affiliate**” shall mean, with respect to any specified person or entity, (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with such specified person or entity; (ii) any person or entity that directly or indirectly controls ten percent (10%) or more of the outstanding equity securities of the specified entity or of which the specified person or entity is directly or indirectly the owner of ten percent (10%) or more of any class of equity securities; (iii) any person or entity that is an officer of, director of, manager of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified person or entity or of which the specified person or entity is an officer, director, partner, manager or trustee, or with respect to which the specified person or entity serves in a similar capacity; or (iv) any person that is a member of the Immediate Family of the specified person.

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

“**Bankruptcy**” means the occurrence of any of the following events:

- i. a Member makes an assignment for the benefit of creditors;
- ii. a Member files a voluntary petition in bankruptcy;
- iii. a Member is adjudged as bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceeding;
- iv. a Member files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
- v. a Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature;
- vi. a Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Member, or of all or any substantial part of his or her properties; or
- vii. One hundred and twenty (120) days after the commencement of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidations, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if, within ninety (90) days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within ninety (90) days after the expiration of any such stay, the appointment is not vacated.

“**Capital Account**” means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under I.R.C. § 704(b) and §1.704-1(b)(2)(10) . To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

- i. There shall be credited to each Member’s Capital Account the amount of any cash (which shall not include the imputed or actual interest on any deferred contributions) actually

contributed by such Member to the capital of the LLC, the fair market value (without regard to I.R.C. § 7701(g) of any property contributed by such Member to the capital of the LLC, the amount of liabilities of the LLC assumed by the Member or to which property distributed to the Member was subject, and such Member's share of the Net Profits of the LLC and of any items in the nature of income or gain separately allocated to the Members, and there shall be charged against each Member's Capital Account the amount of all cash distributions to such Member, the fair market value (without regard to I.R.C. § 7701(g) of any property distributed to such Member by the LLC, the amount of liabilities of the Member assumed by the LLC or to which property contributed by the Member to the LLC was subject, and such Member's share of the Net Losses of the LLC and of any items in the nature of loss or deduction separately allocated to the Members.

- ii. In the event any interest in the LLC is transferred in accordance with the terms of this Agreement, the transferred interest.

“Capital Transaction” means a sale or other disposition of all or a portion of the LLC's property in a single transaction or in a series of related transactions, other than such a sale or disposition in the ordinary course of the LLC's business and any refinancing.

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

“Consent” means the written consent or approval of one hundred percent (100%) in interest, based on Percentage Interests, of those Members entitled to participate in giving such Consent.

“Distributable Cash” means, with respect to any fiscal period, the excess of all cash receipts of the LLC from any source whatsoever, including normal operations, sales of assets, proceeds of borrowings, capital contributions of the Members, proceeds from a Capital Transaction, and any and all other sources over the sum of the following amounts:

- i. cash disbursements for advertising and promotional expenses, salaries, employee benefits (including profit-sharing, bonus and similar plans), fringe benefits, accounting and bookkeeping services and equipment, costs of sales of assets, utilities, rental payments with respect to equipment or real property, management fees and expenses, insurance, real estate taxes, legal expenses, costs of repairs and maintenance, and any and all other items customarily considered to be “operating expenses”;
- ii. payments of interest, principal and premium, and points and other costs of borrowing under any indebtedness of the LLC, including, without limitation, (a) any mortgages or deeds of trust encumbering the real property or other assets owned or leased by the LLC, and (b)

any Voluntary Loans;

iii. payments made to purchase inventory or capital assets, and for capital construction, rehabilitations, acquisitions, alterations and improvements; and

iv. amounts set aside as reserves for working capital, contingent liabilities, replacements or for any of the expenditures described in clauses (i), (ii) and (iii), above, deemed by the Managers, in good faith, to be necessary to meet the current and anticipated future needs of the LLC.

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

“I.R.C.” means the Internal Revenue Code of 1986, as amended from time to time.

“I.R.S.” means the Internal Revenue Service.

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

“LLC” means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be restated and/or amended.

“Manager” shall refer to any person named as a Manager in this Agreement and any such person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such person’s capacity as (and for the period during which such person serves as) a Manager of the LLC. “Managers” shall refer collectively to all of such persons in their capacities as (and for the period during which such persons serve as) Manager of the LLC.

“Member” shall refer severally to any person named as a Member in this Agreement and any person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in such person’s capacity as a Member of the LLC. “Members” shall refer collectively to all such persons in their capacities as Members.

“Net Profits” and **“Net Losses”** mean the taxable income or loss, as the case may be, for a period

as determined in accordance with I.R.C. § 703(a) computed with the following adjustments:

- i. items of gain, loss and deduction shall be computed based upon the carrying values of the LLC's assets (in accordance with Treasury Regulation Sections 1.704-1(b)(2)(iv)(g) and/or 1.704-3(d)) rather than upon the asset's adjusted basis for federal income tax purposes;
- ii. any tax-exempt income received by the LLC shall be included as an item of gross income;
- iii. the amount of any adjustment to the carrying value of any LLC asset pursuant to I.R.C. § 734(b) or I.R.C. § 743(b) that is required to be reflected in the Capital Accounts of the Members pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m) shall be treated as an item of gain (if the adjustment is positive) or loss (if the adjustment is negative), and only such amount of the adjustment shall thereafter be taken into account in computing items of income and deduction;
- iv. any expenditure of the LLC described in I.R.C. § 705(a)(2)(B) (including any expenditures treated as being described in I.R.C. § 705(a)(2)(B) pursuant to Treasury Regulations under I.R.C. § 704(b)) shall be treated as a deductible expenses;
- v. the amount of any unrealized gain or unrealized loss attributable to an asset at the time it is distributed in-kind to a Member shall be included in the computation as an item of income or loss, respectively; and
- vi. the amount of any unrealized gain or unrealized loss with respect to the assets of the LLC that is reflected in an adjustment to the carrying values of the LLC's assets related to their respective gross fair market values (taking I.R.C. § 7701(g) into concern) shall be included in the computation as items of income or loss, respectively.

"Percentage Interest" shall be the percentage interest of a Member set forth in *Schedule A*, as amended from time to time and subject to adjustment pursuant to Section 3.02.

"Securities Act" means the Securities Act of 1933, as amended.

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

“**Voluntary Loan**” shall mean a loan made pursuant to Section 3.05 of this Agreement.

ARTICLE II

General

2.01. **Name of the Limited Liability Company.** The name of the limited liability company formed hereby is EnRoot Home Delivery, LLC. The name of the LLC may be changed at any time, or from time to time, with the approval of the Managers and the Consent of the Members.

2.02. **Office of the Limited Liability Company; Agent for Service of Process.** The address of the registered office of the LLC for purposes of Section 5 of the Act is 22 Warren Street, Roxbury, MA 02119. The name and address of the resident for service of process for the LLC is Brian Keith, 105 Mt Pleasant Ave., Boston, MA 02119. The Managers may establish places of business of the LLC within and without the Commonwealth of Massachusetts, as and when required by the LLC’s business and in furtherance of its purposes set forth in Section 2.05 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. The Managers may cause the LLC to change from, time to time, its resident agent for service of process, or the location of its registered office in Massachusetts, provided, however, that the Managers shall promptly notify all Members in writing of any such change.

2.03. **Organization.** The Managers shall cause to be filed such certificates and documents as may be necessary or appropriate to comply with the Act and any other applicable requirements for the operation of a limited liability company in accordance with the laws of the Commonwealth of Massachusetts and any other jurisdictions in which the LLC shall conduct business, and shall continue to do so for so long as the LLC conducts business herein.

2.04. **Term.** The term of the LLC shall commence on the date of the filing of the Certificate of Organization in the Massachusetts Secretary of State's Office and shall be perpetual unless dissolved before such date in accordance with the provisions of this Agreement.

2.05 **Purposes and Powers.** The general character of the business of the LLC, as set forth in the Certificate, is to engage in investment and consultation for produce distribution; and to engage in any activities directly or indirectly related or incidental thereto.

Subject to all other provisions of this Agreement, in furtherance of the conduct of its business, the LLC is hereby authorized:

- i. to enter into, execute, modify, amend, supplement, acknowledge, deliver, perform, and carry out contracts of any kind, including operating agreements of limited liability companies (whether as a member or manager), joint venture agreements, limited partnership and general partnership agreements, contracts with Affiliates, including other contracts establishing business arrangements or organizations necessary to, in connection with, or incidental to the accomplishment of, the purposes of the LLC;
- ii. to borrow money and issue evidences of indebtedness or guarantees in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens on the property of the LLC;
- iii. to the extent that funds of the LLC are available therefor, to pay all expenses, debts and obligations of the LLC;
- iv. to enter into or engage in any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by an LLC under the laws of the Commonwealth of Massachusetts; and
- v. to take any other action not prohibited under the Act or other applicable law.

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the Commonwealth of Massachusetts that require the qualification of an LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

2.06 Members. The Members of the LLC are identified in *Schedule A* hereto. Additional Members may be admitted to the LLC (i) pursuant to and in accordance with Article VI hereof; or (ii) with the Consent of the Members.

2.07 Designation of Managers. Rokeya Begum, Joanne Francois Keith, Solmon Chowdhury, Brian Keith and James Finney, are hereby designated as Managers of the LLC. Any Manager may withdraw or be removed as a manager of the LLC, and other persons may be added or substituted as Managers, only in the manner specified in Sections 7.06 and 7.07.

2.08 Managers as Members. Any Manager may hold an interest in the LLC as a Member, and such person's rights and interest as a Manager shall be distinct and separate from such person's rights and interest as a Member.

2.09 Liability of Members. The liability of the Members for the losses, debts, and obligations of the LLC shall be limited to their capital contributions, provided, however, that under applicable law, the Members may, under certain circumstances, be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his, her or its capacity as a Member (or, if applicable, as a Manager) shall have any liability to restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

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

ARTICLE III

Capital Contributions; Additional Financing

3.01 Capital Accounts. For each Member (and each permitted assignee), the LLC shall establish and maintain a separate Capital Account.

3.02 Capital Contributions. Each Member has contributed to the capital of the LLC the amount set forth opposite its name on *Schedule A* attached hereto.

3.03 No Withdrawal of or Interest on Capital. Except as otherwise provided in this Article III, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by the Member, or to receive any other payment in respect to the Member's interest in the LLC, including, without limitation, payment received as a result of the withdrawal or resignation or such Member from the LLC, except as specifically provided in this Agreement.

3.04 Third-Party Loans. In the event that the LLC requires additional funds to carry out its purposes, conduct its business or meet its obligations, or to make any expenditure authorized by this Agreement, the LLC may borrow funds from such third-party lender(s) on such terms and

conditions as may be acceptable to the Managers.

3.05 Voluntary Loans. In the event the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this Agreement, and additional funds are not available from third parties pursuant to Section 3.04 on terms acceptable to the Managers, in their sole discretion, any Member may, but shall not be obligated to, loan such funds to the LLC. Any loan made pursuant to this Section 3.05 (a “Voluntary Loan”) shall be nonrecourse to the Member; shall be evidenced by a promissory note; shall be unsecured; shall not violate the LLC’s other loan or contractual arrangements; shall bear interest, compounded monthly, at the current prime rate plus 1%.

If the LLC requires additional capital for any purpose related to the business of the LLC, the Managers are authorized to cause the LLC to borrow such capital, on terms and conditions as they deem reasonable. If the LLC proposes to borrow such capital from a Member (the “Loan Amount), each Member is given the opportunity, but is not obligated, to loan its share of the Loan Amount to the Company. A Member’s share of the Loan Amount is the Loan Amount multiplied by the Member’s Interest. The participating Members shall make the loans within ten (10) days after the Manager’s request. Such request shall be in writing and shall specify the Loan Amount and the proposed terms and conditions. If a Member does not loan his, her or its share of the Loan Amount (the “Shortfall Amount”) and another Member loans his, her, or its share (a “Participating Member”), the Participating Members have the right, exercisable within ten (10) days after notice, to loan the LLC the Shortfall Amount. The loans to the LLC by the Participating Members are unsecured, evidenced by a promissory note of the LLC, accrue interest at a rate determined by the Managers, are payable on a pro rata basis solely from cash flow before any distributions to Members, and shall not contain any default interest on penalty provisions.

ARTICLE IV

Cash Distributions

4.01 Distribution of Distributable Cash. Except as provided in Section 4.03 and Section 10.02, Distributable Cash shall be distributed to the Members according to their Percentage Interests, regardless of their respective capital contributions.

4.02 Tax Distributions. Except as provided in Section 10.02, during, or within ninety (90) days following the end of, each fiscal year of the LLC, the LLC shall distribute to each Member in cash an amount equal to the aggregate federal and state income tax liability such Member would have incurred for such year as a result of such Member's ownership of an interest in the LLC -- determined as if (i) each Member was a natural person residing in the Commonwealth of Massachusetts; (ii) all taxes were imposed at the maximum potentially applicable marginal rate of tax applicable to income taking into account the nature of the income (e.g. as ordinary income or long term capital gain); (iii) the amount of tax determined with respect to the Commonwealth of Massachusetts was deductible for federal income tax purposes; and (iv) taking into account all carryovers of losses or credits from prior years. Notwithstanding the foregoing, such distributions may be reduced or not made with respect to any fiscal year if the funds of the LLC are not available therefor (and the LLC shall not be obligated to borrow money, call for capital contributions from the Members or sell assets in order to generate sufficient cash to make any such distribution). Amounts otherwise distributable to a Member pursuant to this Section 4.02 with respect to a fiscal year shall be reduced by any amounts distributed to such Member pursuant to any provision of this Agreement during such year (other than amounts distributed pursuant to this Section 4.02 with respect to a prior fiscal year). Amounts distributed to a Member pursuant to this Section 4.02 shall be treated as advances against amounts otherwise distributable to the Member pursuant to this Agreement and, accordingly, shall reduce the amount of any subsequent distribution to the Member.

4.03 Withholding and Other Taxes. If the Managers determine in good faith that there is a material possibility that the LLC may be obligated to pay (or collect and pay over) the amount of any tax with respect to any Member's share of any income or distributions from the LLC, the LLC shall pay (or collect and pay over) the amount of such tax to the appropriate taxing authority. Any amount so paid with respect to a Member shall reduce the amount of any distribution that the Member would otherwise be entitled to receive at the time of the payment. If the amount paid with respect to a Member exceeds the amount of distributions then payable to such Member, such excess shall be treated as a loan to the Member from the LLC, payable with interest at the rate determined by the Managers within ten (10) days after such time that the LLC makes payment to the appropriate taxing authority. If, for any, reason the amount of such loan is not timely paid, then such unpaid amount plus any accrued but unpaid interest thereon shall be set off against any future distributions to which such Member otherwise would have been entitled. For purposes of this Agreement, the amount of any reduction in a distribution that would otherwise be made to a Member pursuant to this Section 4.03 shall be treated as if distributed to such Member at the time it otherwise would have been distributed.

4.04 Distributions of Assets in Kind. Except as provided in this Agreement, a Member, regardless of the nature of his, her or its contribution, has no right to demand and receive any distribution from the LLC in any form, other than cash. Except as provided in this Agreement, a

Member may not be compelled to accept a distribution of any asset in kind from the LLC to the extent that the percentage of the asset distributed to him, her, or it exceeds a percentage of the asset which is equal to the percentage in which he, she or it shares in distributions from the LLC.

ARTICLE V

Allocation of Net Profits and Net Losses

5.01 Basic Allocations. The Net Profits, Net Losses, net cash flow and net proceeds of any sale of any property of the LLC or upon liquidation of the LLC shall be allocated among the Members according to the Percentage Interests of each Member. Net Profits and Net Losses shall, for both accounting and tax purposes, be Net Profits and Net Losses as determined for reporting on the LLC's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the I.R.C. and, except to the extent otherwise required by the I.R.C., allocated to and among the Members in the same percentages in which the Members share in Net Profits and Net Losses.

5.02 Distribution to Members. The Members shall receive, in proportion to their respective Percentage Interests in the LLC, as much of the LLC's Net Cash From Operations as the Managers may, from time to time, determine. For the purposes hereof, the term "Net Cash From Operations" shall mean the gross cash proceeds from the LLC operations less the portion thereof used to pay or establish reserves for LLC expenses, debt payments, capital improvements, replacements, guaranteed payments and contingencies, all as determined by the Managers. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar non-cash allowances, but shall be increased by any reductions of reserves previously established.

ARTICLE VI

Members

6.01 Admission of Members. No person shall be admitted as a Member of the LLC after the date of formation of the LLC without the Consent of the Members at the time of such admission, regardless of whether such person previously acquired any rights in any existing Members' interest in the LLC by assignment, sale or otherwise. A Member's admission to the LLC shall become effective upon such Member's execution of a counterpart of this Agreement, or such other instrument as the Managers may require, to evidence his or her admission.

6.02 Membership Voting. Except as otherwise may be required by the Certificate, other provisions of this Agreement, or under the laws of this state, each Member shall vote on any matter submitted to the membership for approval in proportion to the member's Percentage Interest in this LLC. Further, unless defined otherwise for a particular provision of this Agreement, all Members must Consent. If Consent is not able to be obtained by the Members, the Managers may enlist the aid of a third party neutral, at his, her or its discretion. The third party neutral shall be current LLC legal counsel. Should the current LLC legal counsel not be available, the LLC shall hire a mediator from either the American Arbitration Association or The Mediation Group. Such mediator shall be a licensed mediator and experienced in business matters.

6.03 Members' Meetings. The LLC shall not provide for regular Members' meetings. However, any Member may call a meeting by communicating his or her wish to schedule a meeting to all other Members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a Member, and the other Members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to Members by the Member calling the meeting, and any business may be discussed and conducted at the meeting. If all Members cannot attend a meeting, it shall be postponed to a date and time when all Members can attend, unless all Members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all Members do not attend the postponed meeting or the non-attending Members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any Members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all Members as long as a majority of the Percentage Interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending Member promptly after the holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a Members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the Members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

6.04 Other Activities.

- i. Except as provided in Section 6.04(ii), below, the Members, Managers and any of their Affiliates may engage in and possess interests in other business ventures and investment

opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships, or other LLCs with purposes similar to or the same as those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

- ii. No Member or Manager, or any Affiliate of any Member or Manager (as an individual proprietor, partner, stockholder, officer, employee, director, joint venturer, investor, lender, consultant, or in any other capacity whatsoever) shall, without the prior Consent of the other Members conduct or engage in any business that competes directly or indirectly with the business of the LLC or any portion thereof in any location.

6.05 Exculpation and Indemnification; Fiduciary Duty.

- i. Except as otherwise provided for in the Act, the debts, obligations, and liabilities of the LLC, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and no Member shall be obligated personally, for any such debt, obligation, or liability of the LLC solely by reason of being a Member.
- ii. The Members' respective obligations to each other are limited to the express obligations described in this Agreement, which obligations the Members shall carry out with ordinary prudence and in a manner characteristic of business persons in similar circumstances. No Member shall be a fiduciary of, or have any fiduciary obligations to, the other Members in connection with the LLC, this Agreement, or such Member's performance of its obligations under this Agreement; and each Member hereby waives to the fullest extent permitted by applicable law any rights it may have to claim any breach of fiduciary obligations under this Agreement or in connection with the LLC.
- iii. No Manager or its Affiliates shall have any liability to the LLC or to any Member for any loss suffered by the LLC that arises out of any action or inaction of any Manager or its Affiliates, if such Manager or its Affiliates, as the case may be, in good faith, determined that such course of conduct was in the best interests of the LLC, and such course of conduct did not constitute gross negligence or willful misconduct of such Manager or its Affiliates.
- iv. Each Manager and its Affiliates shall be indemnified by the LLC against any losses, judgements, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Manager or its Affiliates on behalf of the LLC, provided that no indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have

acted in good faith, in the reasonable belief that his or her action was in the best interests of the LLC.

Without limiting the foregoing, the LLC shall cause such indemnification to include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated not to be entitled to indemnification under this Section 6.05, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any indemnification to be provided hereunder shall be provided even if the person to be indemnified is no longer a Manager or an Affiliate of a Manager.

- v. Any indemnity under this Section 6.05 shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof.

ARTICLE VII

Management

7.01 Management of the LLC. Subject to the provisions of this Agreement, including, without limitations, Section 7.03, the overall management and control of the business and affairs of the LLC shall be vested in the Managers. If, at any time, there is more than one Manager, all decisions, approvals, actions, consents and matters are to be made, granted, withheld, taken or acted upon by the Manager shall require the approval of a majority in number of the persons serving as Managers unless otherwise specifically provided herein. Any such decision, approval, action, consent or matter shall be taken at a meeting or teleconference of the requisite number of Managers, or by a writing executed by such requisite number of Managers.

All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Managers, and the Members shall have no voting rights except as specifically provided in this Agreement. Each Manager shall devote such time to the affairs of the LLC as may be reasonably necessary for performance by the Manager of his, her or its duties hereunder, provided such persons shall not be required to devote full time to such affairs.

Specifically, but not by way of limitation, and subject to all other provisions of this Agreement (including without limitation, Sections 7.03 and 7.06), the Managers shall be authorized in the name of and on behalf of the LLC, or in its own name and on its own behalf, as appropriate, to do all things necessary or appropriate to carry on the business and purposes of the LLC, including, without limitation, the following:

- i. to acquire by purchase, lease, exchange or otherwise; and to sell, finance, refinance, encumber

and otherwise deal with, any real or personal property;

ii. to borrow money and issue evidences of indebtedness, or to guarantee loans and to secure the same by mortgage, deed of trust, pledge or other lien on any assets or property of the LLC, and to pay, prepay, extend, amend or otherwise modify the terms of any such borrowings;

iii. to employ executive, administrative and support personnel in connection with the business of the LLC; to pay salaries, expense reimbursements, employee benefits, fringe benefits, bonuses and any other form of compensation or employee benefit to such persons and entities, at such times and in such amounts as may be determined by the Managers in their sole discretion; and to reimburse the Managers for expenses incurred by it (directly or indirectly) to provide executive, administrative and support services in connection with the business of the LLC;

iv. to hire or employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and operations of the LLC; and to pay fees, expenses, salaries, wages and other compensation to such persons;

v. to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

vi. to determine the appropriate accounting method or methods to be used by the LLC;

vii. to cause the LLC to make or revoke any of the elections referred to in I.R.C. §§ 108, 704, 709, 754 and 1017 and to any similar provisions enacted in lieu thereof, and in any other section of the I.R.C.;

viii. to establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;

ix. to pay all organizational expenses and general and administrative expenses of the LLC;

x. to deal with, or otherwise engage in business with, or provide services to and receive compensation therefor from, any person who has provided or may in the future provide any services to, lend money to, sell property to or purchase property from the LLC, including, without limitation, any Member or Manager;

- xi. to engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the LLC;
- xii. to pay any and all fees and to make any and all expenditures that the Managers, in its sole direction, deems necessary or appropriate in connection with the organization of the LLC, the management of the affairs of the LLC, and the carrying out of the LLC's obligations and responsibilities under this Agreement, including, without limitation, fees, reimbursements and expenditures payable to a Member or Manager;
- xiii. to exercise all powers and authority granted by the Act to Managers, except as otherwise provided in this Agreement;
- xiv. to cause the LLC and its properties and assets to be maintained and operated in such a manner as the Managers may determine; subject, however, to obligations imposed by applicable laws or by any mortgage or security interest encumbering the LLC and such properties and assets from time to time, and by any lease, rental agreement or other agreement pertaining thereto;
- xv. to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the LLC's business or any part thereof, or determined by the Managers to be in the best interests of the LLC;
- xvi. to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed on any of the assets of the LLC unless the same are contested by the Managers; and
- xvii. to perform any other act the Managers may deem necessary, convenient or desirable for the LLC or the conduct of the LLC's business.

Subject to Section 7.03, below, the Managers shall be authorized, in the name and on behalf of the LLC, to hire, employ, deal with, and otherwise engage in business with, itself or any of its Affiliates to the extent the Managers determine to do so in its sole discretion.

7.02 Member Approval Requirements. Notwithstanding the provisions of Section 7.01, without the prior written Consent of all Members, the Managers shall not cause the LLC to (and the LLC shall not) take either of the following actions:

- i. to sell all or substantially all of the assets of the LLC; or
- ii. cause the LLC to engage in conduct or business that materially alters the nature or position of the LLC.

7.03 Binding the LLC. The signature of one Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof, and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require the joinder or consent of any other party, so long as the signing Manager promptly notifies the other Managers of such agreement, contract, instrument or other document.

7.04 No Compensation of Managers and Members. No payment shall be made by the LLC to any Manager or Member for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise. Each Manager shall be entitled to reimbursement from the LLC for all expenses incurred by such Manager in managing and conducting the business and affairs of the LLC.

The Managers shall determine which expenses, if any, are allocable to the LLC in a manner that is fair and reasonable to the Managers and the LLC, and, if such allocation is made in good faith, it shall be conclusive in the absence of manifest error.

7.05 Contracts with Members. With the approval of the Managers in each case, the LLC may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC, of goods, services or space with any Member or Affiliate of a Member, and may pay compensation in connection with such business, goods, services or space, provided in each case the amounts payable thereunder are reasonable comparable to those that would be payable to unaffiliated persons under similar agreements, and, if the Managers determine, in good faith, that such amounts are so comparable, such determination shall be conclusive absent manifest error.

7.06 Withdrawal or Termination of the Manager. Without the prior written Consent of the Members, no Manager may voluntarily resign, withdraw, or retire as Manager from the LLC. Without limiting the foregoing, no Manager may resign from, retire from, abandon or otherwise terminate his, her or its status as a Manager except after sixty (60) days' written notice to all Members.

If a Manager has given such notice, such Manager shall not unreasonably withhold his, her or its approval of any proposed new Manager who has the Consent of the other Members.

If the Members become dissatisfied with a Manager, for any reason, the Members must send the Manager a written notice detailing the duties neglected by the Manager and/or any other issues the Members wish to bring to the attention of the Manager. The Manager will then have sixty (60) days to cure all outlined issues. Should the Manager not cure to the satisfaction of the Members, the Manager's status as a Manager may then be terminated at any time by action of a majority of the Members and, if there are at the time other Managers, the approval of a majority of all such other Managers shall also be required. If the terminated Manager is also a Member, no such termination shall modify such person's rights or obligations as a Member.

7.07 Additional or Substituted Manager. Additional or substituted Managers may be selected from among the Members (or may be admitted, as both Managers and Members, to the LLC) at any time upon the written approval of, and with such rights, obligations, responsibilities and economic interest as may be approved by all other Managers, if any, with the unanimous approval of the Members.

ARTICLE VIII

Fiscal Matters

8.01 Books and Records. The Managers shall keep or cause to be kept complete and accurate books and records of the LLC in accordance with federal income tax principles and otherwise in accordance with generally accepted accounting principles consistently applied, which shall be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at the office of the LLC for examination and copying by any Member or Manager, or his, her or its duly authorized representative, at its reasonable request and at its expense during ordinary business hours. A current list of the full name and last known address of each Member and Manager, a copy of this Agreement, any amendments thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate, or if any certificate of amendment has been executed, copies of the LLC's financial statements, and federal, state and local income tax returns and reports, if any, for the three most recent fiscal years, shall be maintained at the registered office of the LLC required by Section 5 of the Act.

The LLC shall have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Members.

8.02 Reports. Within one hundred and twenty (120) days after the end of each fiscal year, the

Managers shall cause to be prepared and sent to all Members a financial report of the LLC, including a balance sheet and a profit and loss statement, and, if such profit and loss statement is not prepared on a cash basis, a statement of changes in financial position. Within ninety (90) days after the end of each fiscal year, the Managers shall furnish all Members with such information as may be needed to enable the Members to file their federal income tax returns and any required state income tax return. The cost of all such reporting shall be paid by the LLC as an LLC expense. Any Member may, at any time, at its own expense, cause an audit of the LLC books to be made by a certified public accountant of its own selection. All expenses incurred by such accountant shall be borne by such Member.

8.03 Bank Accounts. The Managers shall be responsible for causing one or more accounts to be maintained in a bank (or banks) that is a member of the F.D.I.C., which accounts shall be used for the payment of the expenditures incurred by the Manager in connection with the business of the LLC, and in which shall be deposited any and all cash receipts of the LLC. There shall not be deposited in any of said accounts any funds other than funds belonging to the LLC, and no other funds shall in any way be commingled with such funds. Withdrawals from any LLC bank or similar account shall be made and other activity conducted on the signatures of one of the following Managers: Solmon Chowdhury and Brian Keith. Should the LLC desire to pay an expenditure in excess of twenty thousand dollars (\$20,000.00), such payment check shall require the signatures of both Solmon Chowdhury and Brian Keith.

8.04 Fiscal Year and Accounting Method. The fiscal year of the LLC shall end on December 31 of each year, unless I. R. C. §706 requires the use of a different taxable year in which case the fiscal year shall be the same as such taxable year; provided, however, that the last fiscal year of the LLC shall end on the date the LLC liquidates. The LLC shall use the cash method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be affected by the filing of appropriate forms with the IRS and state tax authorities.

8.05 Tax Classification of LLC. The members of this LLC intend that this LLC be initially classified as a partnership for federal and, if applicable, state income tax purposes. It is understood that all Members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

8.06 Annual Income Tax Returns and Reports. Within sixty (60) days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each Member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. Because this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form

K-1 (Form 1065 - Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

8.07 Tax Matters Partner. Brian Keith is hereby designated as the “tax matters partner” of the LLC in accordance with I.R.C. §6231(a)(7) and corresponding regulations. If at any time such person is not eligible under the I.R.C. to serve, or refuses to serve, as the tax matters partner, another Member shall be designated by the Managers to serve as the tax matters partner. The tax matters partner is hereby authorized to and shall perform all duties of a tax matters partner under the I.R.C., and shall serve as tax matters partner until his, her or its resignation or until the designation of his, her or its successor, whichever occurs sooner.

ARTICLE IX

Transfers of Interest

9.01 Transfer of Interest. No Member may transfer, sell, assign, pledge, mortgage, or dispose of, or grant a security interest in his or her interest in the LLC (each, a "Transfer") without the prior unanimous written Consent of all the Members at the time of such Transfer. Any purported Transfer in contravention of this Section 9.01 shall be null and void.

9.02 Rights and Obligations of Assignee. The purchaser or other Transferee of a Member's 20

interest in the LLC shall have only the right to receive the distributions and allocations of profits or losses to which the Member would have been entitled, and the obligation to contribute to the operating account under this Agreement with respect to the transferred interest and shall not have or enjoy any right to participate in the management of the LLC or to receive any financial information or reports relating to the LLC or any other rights of a Member unless and until the purchaser or transferee is admitted as a Member pursuant to Section 6.01.

9.03 Allowed Transfers of Interests. Notwithstanding the foregoing regarding admission of Members and Transfers of LLC interest, a Member may Transfer, during life or at death, a LLC interest without the prior written Consent of other Members, to lineal descendants or to a trust for the benefit of a spouse for life and then to lineal descendants or another Member, or to a trust for lineal descendants or another Member, and on receipt of a Transfer, such persons shall become Members. Beneficiaries of a trust shall be responsible for assessments made to Members in the event a trust holding an interest fails to contribute an assessment when due.

9.04 Transfer on Death. Except as provided above, a Transferee from an estate or trust on the death of a Member shall not become a Member. Surviving Members shall have the right to

purchase, pro rata, the whole of the LLC interest of the deceased Member. Election to purchase shall be made within three (3) months of the appointment of an executor or administrator ("estate representative"), or if the LLC interest is held in trust, four (4) months from the date of death, and the term "estate representative" will include trustees.

In the event the whole of a LLC interest is not purchased by other Members, the person to whom the interest was left shall become a Member.

9.05 Partition. Each Member waives any and all rights that he or she may have to maintain an action for partition of the LLC's property, and any Transferee who is not a Member shall, by acceptance of a transferred interest in the LLC, be deemed to have waived such rights of partition.

9.06 Sale of LLC Interest. A Member may sell a LLC interest, first by obtaining unanimous written Consent at a price negotiated between the selling Member and the buyer, and second, by offering to the remaining Members a right to purchase, pro rata, the whole of the interest at the negotiated price, such right be exercised within one (1) month of the date of the written consent. In the event the whole of the interest is not purchased by the remaining Members, the selling Member may sell to the buyer at the price negotiated.

9.10 Divorce of Members. If two LLC Members are married and subsequently divorce, the shares of each Member involved in the divorce, shall not be subject to an award by a court – such shares shall be treated as separate from the marital property and kept out of any divorce proceeding. Subsequent to the divorce, each Member shall retain all rights in his/her previously owned shares.

ARTICLE X

Miscellaneous

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

- i. the sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a Transfer of assets of the LLC in return for consideration other than cash, and the Managers decide not to distribute all or substantially all of such non-cash items to the Members;
- ii. subject to the provisions of Section 9.04, the death, insanity, retirement, resignation, expulsion, Bankruptcy, dissolution or occurrence of any other event that terminates the

membership of a Member who is also a Manager;

iii. the election to dissolve the LLC, made in writing by the Managers, with the Consent of the Members;

iv. any consolidation or merger of the LLC with or into any entity, following which the LLC is not the resulting or surviving entity; or

v. upon the occurrence of an event specified under the laws of the Commonwealth of Massachusetts as one effecting dissolution; except that where, under the terms of this Agreement or the Act, the LLC is not to terminate, the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions and provisions of this Agreement. The LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, Bankruptcy, dissolution or occurrence of any other event that terminates the membership of a Member, except as provided in Section 10.01.

10.02 Continuation of the LLC. Notwithstanding the occurrence of an event specified in Section 10.01, the LLC shall not be dissolved, and its business and affairs shall not be discontinued, and the LLC shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if the remaining Members, acting by Consent, elect within ninety (90) days after such occurrence to continue the LLC and the LLC's business, and designate from among the Members one or more Managers.

10.03 Procedures on Dissolution. Dissolution of the LLC shall be effective on the day on which occurs the event giving rise to the dissolution, but the LLC shall not terminate until its Certificate shall have been canceled and the assets of the LLC shall have been distributed as provided herein. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business of the LLC and the affairs of the Members, as such, shall continue to be governed by this Agreement. The remaining Manager(s) or, if there be none, a liquidator appointed with the Consent of the Members, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof as contemplated by this Agreement and cause the cancellation of the Certificate.

10.04 Distributions upon Liquidation.

i. After paying liabilities owed to creditors, the Managers or such liquidator shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by such Manager or such liquidator to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as such Manager

or such liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth below in Section 10.04(ii).

- ii. After paying such liabilities and providing for such reserves, the liquidator shall cause the remaining net assets of the LLC to be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect all debits and credits required by applicable Treasury Regulations under §704(b) for all events through and including the distribution in liquidation of the LLC), in proportion to and to the extent of such positive balances. In the event that any part of such net assets consists of notes or accounts receivable or other non-cash assets, the liquidator may take whatever steps it deems appropriate to convert such assets into cash or into any other form which would facilitate the distribution thereof. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of their fair market value net of any liabilities.

ARTICLE XI

General Provisions

11.01 Notices. Any notice, demand, request or report required or permitted to be given or made to a Member or Manager under this Agreement must be in writing and is deemed given or made when delivered in person or when sent by first class mail, overnight delivery, facsimile or e-mail transmission, or other suitable means to the Member or Manager to the mailing address, facsimile number or e-mail address shown on the records of the LLC. Any notice, payment, or report to be given or sent to a Member or Manager is deemed conclusively to have been given or sent, upon posting or transmitting of such notice, payment, or report to the mailing address, facsimile number or e-mail address shown on the records of the LLC, regardless of any claim by a person who may have an interest by reason of an assignment or otherwise.

To be effective, all such notices shall be addressed, if to the LLC, at its registered office under the Act, and if to a Member or Manager, at the last address of record on the LLC books.

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

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

11.04 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of

the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

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

11.06 Separability of Provisions. Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible to make the Agreement effective under the Act (and, if the Act is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision shall automatically be considered valid from the effective date of such amendment or interpretation).

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

11.08 Amendments. Except as otherwise specifically provided in this Agreement, including, without limitation, in Sections 2.06, 3.02 and Article IX, this Agreement may be amended or modified only as follows:

- i. With the Consent of the Members, and any such amendment may include, without limitations, an amendment providing for capital contributions from, distributions to, and allocations of Net Profits and Net Losses (and items thereof) to one or more additional classes of Members, provided that (a) no such amendment shall increase the liability of, increase the obligations of, or disproportionately adversely affect the interest of any Member without the specific approval of such Member (except that an amendment adopted pursuant to Section 2.06 may reduce a Member's interest in the LLC without such Member's specific approval; (b) if any provision of this Agreement provides for the approval or consent of a greater number of Members or of Members holding a higher percentage of the total Percentage Interests of the Members, any amendment effectuated pursuant to such provision, and any amendment to such provision, shall require the approval or consent of such greater number of Members or of Members holding such higher percentage of Percentage Interests; and (c) subject to clauses (a) and (b), above, any amendment to this Section 11.08 shall require the approval of all Members' Percentage Interests.
- ii. By the Managers acting alone, to add to the LLC's duties or obligations or surrender any

right or power granted to it herein; to cure any ambiguity, to correct or supplement any provision herein that may be inconsistent with any other provision herein; or to make any other provisions with respect to matters or questions arising under this Agreement consistent with the provisions of this Agreement; and to delete or add any provisions of this Agreement required to be so deleted or added by any federal agency or state “blue-sky” commissioner or similar such official, which addition or deletion is deemed by such agency or official to be for the benefit or protection of the Members.

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

11.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The Members and Managers hereby agree that each Member and each Manager shall be entitled to rely on the provisions of this Agreement, and no Member or Manager shall be liable to the LLC or any other Member or Manager for any action or refusal to act taken in good faith reliance on the terms of this Agreement.


11.11 Mediation and Arbitration of Disputes Between Members. In any dispute over the provisions of this Agreement and in other disputes among the Members, if the Members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the Members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such

decision in accordance with applicable law in any court having jurisdiction to do so.


[THE SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Members acknowledge that they have executed this Agreement on the date written above.


MANAGERS:

DocuSigned by:

82F5AC35A0EA4FE...


James Finney

DocuSigned by:

0238B500FFF946A...

Rokeya Begum

DocuSigned by:

65CA9F58DA2A4CB...

Joanne Francois Keith

DocuSigned by:

0B0175281F1F4B6...

Solmon Chowdhury

DocuSigned by:

622F8C37836348F...

Brian S. Keith

MEMBERS:


DocuSigned by:


82F5AC35A0EA4FE...

James Finney

DocuSigned by:

0238B500FF946A...
Rokeya Begum

DocuSigned by:

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Joanne Francois Keith

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Solmon Chowdhury

DocuSigned by:

622F8C37836348F...
Brian S. Keith

SCHEDULE A
TO OPERATING AGREEMENT OF ENROOT HOME DELIVERY, LLC

MEMBERS

Names and Address of Members	Percentage Interest	Capital Contribution	Assets
James Finney	20%	\$2,000	\$0.00
Rokeya Begum	20%	\$2,000	\$0.00

Brian Keith 20% | \$2,000 | \$0.00

Joanne Francois Keith 20% | \$2,000 | \$0.00

Solmon Chowdhury 20% | \$2,000 | \$0.00

TOTAL: 100% | \$10,000 | \$0.00



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: 001555917

1. The exact name of the limited liability company is: ENROOT HOME DELIVERY LLC

2a. Location of its principal office:

No. and Street: 22 WARREN ST
 City or Town: BOSTON State: MA Zip: 02119 Country: USA

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

No. and Street: 22 WARREN ST
 City or Town: BOSTON State: MA Zip: 02119 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:
APPLYING TO CCC

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: BRIAN KEITH
 No. and Street: 105 MOUNT PLEASANT AVE
 City or Town: BOSTON State: MA Zip: 02119 Country: USA

I, BRIAN KEITH 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	JAMES FINNEY	22 WARREN ST BOSTON, MA 02119 USA
MANAGER	JOANNE FRANCOIS KEITH	22 WARREN ST BOSTON, MA 02119 USA
MANAGER	SOLMON CHOWDHURY	22 WARREN ST BOSTON, MA 02119 USA
MANAGER	ROKEYA BEGUM	22 WARREN ST BOSTON, MA 02119 USA
MANAGER	BRIAN SEAN KEITH	22 WARREN ST BOSTON, MA 02119 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
SOC SIGNATORY	ANDREA ELIZABETH DOLAN	22 WARREN ST BOSTON, MA 02119 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	BRIAN SEAN KEITH	22 WARREN ST BOSTON, MA 02119 USA
REAL PROPERTY	SOLMON CHOWDHURY	22 WARREN ST BOSTON, MA 02119 USA
REAL PROPERTY	JOANNE FRANCOIS KEITH	22 WARREN ST BOSTON, MA 02119 USA
REAL PROPERTY	ROKEYA BEGUM	22 WARREN ST BOSTON, MA 02119 USA
REAL PROPERTY	JAMES FINNEY	22 WARREN ST BOSTON, MA 02119 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of January, 2022,
BRIAN SEAN KEITH

(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:

January 13, 2022 05:55 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

PLAN FOR OBTAINING LIABILITY INSURANCE

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

Vehicles used for delivery by EnRoot will carry liability insurance in an amount not less than \$1,000,000 combined single limit.

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

BUSINESS PLAN

EXECUTIVE SUMMARY

MISSION STATEMENT AND MESSAGE FROM THE CEO

EnRoot Home Delivery LLC (“EnRoot”) is an applicant for a Massachusetts Marijuana Delivery Operator License that is committed to serving residents in the Commonwealth through an efficient, compliant delivery system.

WHAT DRIVES US

EnRoot’s goals include:

1. Safely providing consumers 21 years of age or older (“Customers”) with a wide variety of high quality, consistent, laboratory-tested marijuana and marijuana products;
2. Having a diverse and socially representative pool of employees; and
3. Running an efficient, compliance-oriented delivery business that places an emphasis on technology-driven logistics to better serve our customers.

TEAM

EnRoot is committed to the cannabis industry and to creating a company that values safe consumption and access to cannabis in a way that is socially responsible. Except as otherwise specified in 935 CMR 500.000, no Person or Entity Having Direct or Indirect Control over EnRoot is or will be a controlling person with over more than three licenses in a particular class of license or more than two Delivery Operator and/or Marijuana Courier licenses.

FOUNDERS

Founders Rokeya Begum, Joanne Keith, Solmon Chowdhury, James Finney, and Brian Keith bring with them over 20 years of experience as small business owners having operated the Shanti restaurants in Dorchester, Roslindale, and Roxbury neighborhoods of Boston, and the Kendall Sq neighborhood in Cambridge, as well as the Dudley Café in Roxbury’s Nubian Square. This experience has provided expertise in the areas of retail operation, luxury marketing, and regulated industries. Along with over 30 years as community advocates serving on the boards for local schools, Boston Main Streets, and civic organizations, the leadership team brings with them over 3 years of planning and research in the local cannabis space.

COMPANY DESCRIPTION

STRUCTURE

EnRoot is a Massachusetts domestic for-profit corporation that is applying for a license from the Commission to operate a Marijuana Delivery Operator company in the Commonwealth. EnRoot will ensure that no person or entity other than those disclosed in EnRoot’s application will be a Person or Entity Having Direct or Indirect Control in EnRoot’s Marijuana Delivery Operator License.

EnRoot will file, in a form and manner specified by the Commission, an application for pre-certification, which will include information about the business and the individuals having direct or indirect control over the business; background check disclosures; and summaries of operating policies and procedures.

Once invited, EnRoot will subsequently file a provisional license application to operate a Marijuana Delivery Operator License, which will include property interest documentation; capital resources documentation; any agreements with third-party technology platform providers (if known and executed at the time); Community Outreach Meeting documentation; Host Community Agreement certification; background check authorization forms; certificates of good standing from the Department of Revenue, Secretary of the Commonwealth, and Department of Unemployment Assistance; and additional narratives, including a Positive Impact Plan and a Diversity Plan.

OPERATIONS

ORDERS

All orders for delivery by EnRoot will comply with the following requirements:

1. All marijuana and marijuana products (“Products”) delivered by EnRoot will be obtained from a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative with which EnRoot has a delivery agreement.
2. EnRoot shall operate a Warehouse for the purpose of storing Finished Marijuana Products.
3. Orders for home delivery will be received by a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative and transmitted to EnRoot for delivery to a residence.
4. Only Products that are shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by EnRoot.
5. EnRoot will deliver Products only to the residence address provided. EnRoot will be prohibited from delivering to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>.
6. EnRoot will only deliver Products for which a specific order has been received by a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative with which EnRoot has a delivery agreement. EnRoot is prohibited from delivering Products without a specific order destined for an identified residence.
7. EnRoot will not deliver more Products to an individual Customer than the individual possession amounts authorized by law. An individual order will not exceed one ounce of marijuana or its dry-weight equivalent. The individual order will only be delivered to the individual Customer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). EnRoot will only deliver one individual order, per Customer, during each delivery.
8. EnRoot will not deliver to the same Customer at the same residence more than once each calendar day and will only perform such deliveries during authorized delivery hours.

9. For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to transportation by EnRoot to the Customer.
10. Any Product that is undeliverable or is refused by the Customer will be transported back to the originating marijuana establishment that provided the product once all other deliveries included on a delivery manifest have been made. EnRoot is prohibited from maintaining custody of Products intended for delivery overnight. EnRoot will ensure that any undelivered product is returned to the appropriate marijuana establishment and not retained by EnRoot.

No Products will be sold or otherwise marketed that have not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

CUSTOMER VERIFICATION OF AGE

EnRoot will require any Customer making a purchase for delivery by EnRoot to have the government-issued photo identification the consumer intends to use to verify her or his age at the time of delivery examined and authenticated by EnRoot prior to the first individual order. Pre-verification of the Customer's identification will be performed prior to the initial delivery through a Commission approved electronic means and will include examination of the Customer's valid, unexpired government issued photo identification that lists a date of birth.

EnRoot delivery agents will not deliver Products to any individual other than the consumer who ordered the Products. An EnRoot agent, at the time of delivery of the Products to the consumer, will verify that the consumer is 21 years of age or older.

Prior to relinquishing custody of the Products to the Customer, an EnRoot agent conducting the delivery will verify that the identification of the Customer receiving the Products matches the pre-verified identification of the Customer who placed the order for delivery by:

- Viewing the valid government-issued photo identification as provided for Pre-verification under 935 CMR 500.145(5)(a);
- Viewing proof of order generated at the time of order; and
- Receiving the signature of the consumer who ordered Products on the manifest for the Products and verifying that the signature matches the government-issued photo identification presented.

EnRoot will collect and maintain relevant information about an individual Customer for the purpose of transacting a delivery and ensuring that the recipient of a delivery is legally allowed to receive the Products. All information collected will be solely for the purpose of transacting a delivery and will be maintained confidentially.

SECURITY

EnRoot will implement adequate security measures to ensure that each vehicle used for transportation of Products is not readily accessible to unauthorized individuals and to prevent and detect diversion, theft, or loss of Products. At a minimum, security measures for each operational delivery vehicle will include:

1. A vehicle security system that includes an exterior alarm;

2. For the purpose of transporting Products, a secure, locked storage compartment that is not easily removable;
3. For the purpose of transporting and securing cash used as payment for deliveries of Products, a secure, locked storage compartment that is not easily removable;
4. A secure means of communication between each vehicle and EnRoot's dispatching location. The secure means of communication will be capable of being monitored at all times that a vehicle is performing a delivery route. Means of communication will include:
 - a. two-way digital or analog radio (UHF or VHF);
 - b. cellular phone; or
 - c. satellite phone.
5. A global positioning system (GPS) monitoring device that is:
 - a. Not a mobile device; and
 - b. Attached to the vehicle at all times that the vehicle contains Products; and
 - c. Monitored by EnRoot at a fixed location during the transportation of Products for the purpose of home delivery with location checks occurring at least every 30 minutes. EnRoot may delegate monitoring of the GPS to a Third-party Technology Platform Provider with whom EnRoot has a contract, provided that EnRoot will be responsible for ensuring that monitoring occurs as required under 935 CMR 500.000
6. A video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle. The video system will remain operational at all times during the entire transportation process and will have:
 - a. the ability to produce a clear color still photo whether live or recorded; and
 - b. A date and time stamp embedded in all recordings that will be synchronized and set correctly at all times and will not significantly obscure the picture.
7. All security equipment in each vehicle will be in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

EnRoot agents engaged in the delivery of Products to a Customer will have on their person an operational body camera during all times that the EnRoot agent is outside of the delivery vehicle for the purpose of transacting a delivery in accordance with Commission regulations and requirements.

EnRoot agents transporting Products for home delivery will ensure that all vehicles used for deliveries are staffed with a minimum of two EnRoot agents. At least one EnRoot agent will remain with the vehicle at all times that the vehicle contains Products.

All EnRoot agents acting as delivery employees of EnRoot will have attended and successfully completed Responsible Vendor Training in accordance with 935 CMR 500.105(2)(b) prior to making a delivery, which will include, but may not be limited to, training on:

1. Safely conducting deliveries;
2. Safe cash handling practices;
3. Strategies for de-escalating potentially dangerous situations;
4. Collecting and communicating information to assist in investigations;
5. Procedures for checking identification;

6. Indications of impairment;
7. Notification to Customers of use of mandatory recording devices; and
8. Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

An EnRoot agent will document and report any unusual discrepancy in inventory to the Commission and the local Law Enforcement Authorities in which EnRoot is licensed within 24 hours of the discovery of such a discrepancy. EnRoot will report to the Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport immediately and, under no circumstances, more than 24 hours of becoming aware of any accidents, diversions, losses, or other reportable incidents.

The following individuals will have access to EnRoot operations and vehicles, including video recordings:

1. Representatives of the Commission in the course of responsibilities authorized by M.G.L. c. 94G or 935 CMR 500.000;
2. Representatives of other state agencies acting within their jurisdiction; and
3. Law enforcement, police and fire departments, and emergency medical services in the course of responding to an emergency.

935 CMR 500.000 will not be construed to prohibit access to authorized state or local Law Enforcement Authorities or public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction. All vehicles EnRoot uses for home delivery are subject to inspection and approval by the Commission prior being put into use. EnRoot understands it is responsible for making the Commission aware of its intent to introduce a new vehicle into operation and ensure an inspection of the vehicle prior to commencing operation.

Firearms are strictly prohibited from EnRoot vehicles and from marijuana establishment agents performing home deliveries.

BENEFITS TO THE HOST COMMUNITY

EnRoot looks forward to working cooperatively with its host community to ensure that EnRoot operates as a responsible, contributing member of that community. EnRoot will establish a mutually beneficial relationship with its host community in exchange for permitting EnRoot to site and operate.

EnRoot's host community stands to benefit in various ways, including but not limited to the following:

1. Jobs: EnRoot will create new, full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Monetary Benefits: A Host Community Agreement with community impact fee payments will provide the host community with additional financial benefits beyond local property taxes.
3. Access to Quality Product: EnRoot will allow Customers in the Commonwealth to have access to high quality Products that are tested for cannabinoid content and contaminants.

4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over EnRoot's security systems and processes.
5. Responsibility: EnRoot is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: EnRoot's operations will help to contribute to the overall economic development of the local community.

MARKET RESEARCH

CUSTOMERS

EnRoot will only deliver marijuana and marijuana products to customers ages 21 years and older that provide valid identification.

COMPETITORS

EnRoot's competitors include other licensed Marijuana Delivery Operators in the Commonwealth. Being a certified Social Equity applicant puts EnRoot in a unique position in the Massachusetts cannabis industry, as it allows EnRoot to be one of a select few entities that can hold a Delivery Operator license for a period of at least 36 months from the date the first Delivery Operator licensee receives a notice from the Commission to Commence Operations.

STATE AND LOCAL COMPLIANCE

EnRoot is a Massachusetts domestic for-profit Corporation. EnRoot will maintain the company in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. EnRoot will apply for all state and local permits and approvals required to operate its Delivery Operator License.

EnRoot will also work cooperatively with various municipal departments to ensure that its proposed operations comply with all state and local codes, rules and regulations.

EnRoot will remain current on the municipalities that it can deliver to, which will include the following locations:

- The municipality that EnRoot is located in;
- Any municipality that allows for retail operations, whether or not a Marijuana Retailer is operational; and
- Any municipality that has notified the Commission that delivery may operate within its borders.

In determining what municipalities EnRoot can deliver to, EnRoot will rely in part on the Commission's Municipal Zoning Tracker: <https://mass-cannabis-control.com/municipaltracker/>. Additionally, EnRoot will conduct its own research and will communicate directly with municipalities to further confirm the ability to make deliveries in such municipalities.

EnRoot will maintain records, which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting

principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

EnRoot will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, EnRoot will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. EnRoot will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Prior to commencing operations, EnRoot will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for winding down business operations. If EnRoot is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless EnRoot has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

ADVERTISING & SALES

GROWTH STRATEGY

EnRoot's plan to grow the company includes:

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

As EnRoot grows, EnRoot plans to expand both the municipalities in which we offer delivery services and the number of delivery vehicles and agents we employ, thereby expanding our footprint in Massachusetts. EnRoot will develop sales and financial benchmarks to determine whether and when we will expand our delivery services.

COMMUNICATION

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

All advertising produced by or on behalf of EnRoot will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of Edibles 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.”

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

EnRoot will communicate with customers through:

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

SALES

EnRoot will sell its services by engaging Customers with a robust social media marketing campaign, while engaging Marijuana Cultivators and Marijuana Product Manufacturers with our top-of-the-line delivery services that can drastically increase their Customer base.

EnRoot will work with Marijuana Cultivators and Marijuana Product Manufacturers to ensure that all Products that are delivered to Customers are sold in child-resistant packaging. Packaging for Products sold to Customers, including any label or imprint affixed to any packaging containing Products or any exit packages, will not be attractive to minors.

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

While engaging Marijuana Cultivators and Marijuana Product Manufacturers, EnRoot will ensure that packaging and labeling standards are met prior to agreeing to deliver Products.

LOGO

EnRoot will develop a brand name to be used for its advertising on its website, delivery platform, and social media accounts. The brand name will be discreet, unassuming, and will not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana. The logo will not be used for EnRoot's vehicles, as those will have no external markings, words, or symbols that indicate the vehicle is being used for home delivery.

CLOSING REMARKS

EnRoot has the experience and know-how to safely and efficiently deliver marijuana and marijuana products to consumers throughout the Commonwealth. EnRoot hopes to bring its high-quality standards to adult-use consumers to provide them with convenient, expanded access to the products that they need without the continuous need to step outside of their homes. EnRoot's security systems and technology-driven logistics will also help ensure safe and secure deliveries that will help deter and prevent diversion.

EnRoot is well positioned in the cannabis delivery market to contribute to the continued growth of the Massachusetts cannabis industry. EnRoot is comprised of a highly experienced team of successful operators and industry influencers working under an established framework of high-quality standard operating procedures and growth strategies. We look forward to working cooperatively with municipalities and consumers to increase access, spread financial benefits, and further reduce any stigmas associated with cannabis.

MAINTAINING OF FINANCIAL RECORDS

EnRoot Home Delivery LLC (“EnRoot”) operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission’s Adult Use of Marijuana regulations (935 CMR 500). EnRoot will deliver marijuana and marijuana products directly to consumers from a Marijuana Establishment with whom EnRoot has a Wholesale Agreement. All agreements between EnRoot and a marijuana establishment will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). EnRoot will notify the Commission of any substantial modifications to the delivery agreement. Financial records maintenance measures include policies and procedures requiring that:

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

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - EnRoot will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant will provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC will be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

EnRoot Home Delivery LLC (“EnRoot”) will securely maintain personnel records, including registration status and background check records. EnRoot will keep, at a minimum, the following personnel records:

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

AGENT PERSONNEL RECORDS

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

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

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

AGENT BACKGROUND CHECKS

- In addition to completing the Commission’s agent registration process, all agents hired to work for EnRoot will undergo a detailed background investigation prior to being granted access to an EnRoot facility or vehicle or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for EnRoot pursuant to 935 CMR 500.030 and will be used by the Chief Executive Officer, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with EnRoot.

- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, EnRoot will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, EnRoot will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Table B to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, EnRoot will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary

Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

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

PERSONNEL POLICIES AND TRAINING

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

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

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

All individuals delivering Marijuana and Marijuana Products for EnRoot directly to Consumers will be employees of EnRoot and will hold a valid EnRoot agent registration.

RECORDKEEPING

EnRoot Home Delivery LLC (“EnRoot”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of EnRoot documents. Records will be stored at EnRoot in a locked room designated for record retention.

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

- Corporate Records

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Contracts
- Delivery Agreements
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- Business Records

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over EnRoot.
- Personnel Records
 - At a minimum, Personnel Records will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with EnRoot and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - EnRoot will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory. Inventory records will be maintained as required by 935 CMR 500.105(8).
- Seed-to-Sale Tracking Records
 - EnRoot will use Metrc as the seed-to-sale tracking software to maintain real-time inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, EnRoot will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the

appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .

- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by EnRoot for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within EnRoot's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are to be disposed of, EnRoot will create and maintain a record of any marijuana or marijuana products returned for waste disposal. EnRoot will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if EnRoot is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - EnRoot will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records
 - Records that any and all of EnRoot's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - EnRoot shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

- Closure
 - In the event EnRoot closes, all records will be kept for at least two (2) years at EnRoot's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, EnRoot will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures
 - Policies and Procedures related to EnRoot's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will be maintained as required by 935 CMR 500.105(1).
- License Renewal Records
 - EnRoot will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

MANIFESTS

Every home delivery will have a manifest produced by the originating marijuana establishment. A manifest will be completed in duplicate, with EnRoot. The manifest will be signed by the consumer receiving the Products and the marijuana establishment agent acting on behalf of EnRoot. A signed manifest will serve as the written record of the completion of the delivery.

The manifest must, at a minimum, include:

1. The name, address, and License number of EnRoot;
2. The names and marijuana establishment agent numbers of the marijuana establishment agents performing the delivery;
3. The consumer's name and address;
4. A description of the Products being transported, including the weight and form or type of product;
5. Signature lines for the agents who transported the Products;
6. A signature line for consumer who receives the Products.; and
7. The EnRoot vehicle make, model, and license plate number.

The manifest will be maintained within the vehicle during the entire transportation process, until all deliveries are completed. All manifests will be retained for no less than one year and made available to the Commission upon request.

A separate log will be maintained for each delivery. For each delivery, EnRoot agents will record:

1. The location of the originating marijuana establishment and date and time the vehicle leaves the location;
2. The mileage of the transporting vehicle at departure from the marijuana establishment, the mileage on arrival at each Consumer destination, and mileage on return to the marijuana establishment;
3. The date and time of departure from the marijuana establishment and arrival at each consumer destination for each delivery; and
4. An entry indicating the date and time of the last delivery in an order.

EnRoot will ensure that all orders for delivery will comply with the regulations pursuant to 935 CMR 500.145(2).

THIRD-PARTY PLATFORMS

EnRoot may use a third-party technology platform to facilitate the ordering of marijuana and marijuana products. This provider will comply with all privacy and consumer protection standards. Any agreement between EnRoot and third-party technology platform provider will be available for inspection pursuant to 935 CMR 500.101 and control limitations pursuant to CMR 500.050(1)(a). EnRoot will notify the Commission within five (5) days of any modification to an agreement with third-party technology platform provider and any new, additional, or assigned agreements with the provider.

WHOLESALE AGREEMENTS

EnRoot may deliver Marijuana or Marijuana Products directly to Consumers from a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative with which the Delivery Operator has a Wholesale Agreement. A licensed Marijuana Establishment with which the Delivery Operator has a Wholesale Agreement with for the purpose of transacting home deliveries to Consumers shall establish a Pre-verification process for Consumers who intend to place orders for delivery with the Marijuana Establishment. EnRoot will only obtain Marijuana or Marijuana Products for delivery from a licensed Marijuana Establishment with which EnRoot has a Wholesale Agreement. All agreements between EnRoot will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). The Commission will be notified in writing of any substantial modification to a Delivery Agreement.

RECORD-RETENTION

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

DIVERSITY PLAN

STATEMENT OF PURPOSE

The purpose of EnRoot's Diversity Plan is to promote diversity and inclusivity in the cannabis industry for marginalized populations. We will offer equal opportunity in recruitment, hiring, training, promotions, and all other conditions and privileges of employment applicable under federal, state, and local laws. As owners of a small café in the predominately African American neighborhood of Roxbury in Boston, we have done this work already; hiring from the community and employing a staff reflective of the community in which we serve. We are proud that the café's team is 100% people of color and 80% women. Through this commitment to diversity and inclusion, we have experienced the deep social enrichment of employing a multicultural staff. Our goal is to promote similar diversity and inclusivity standards from our currently operating café at all our cannabis locations and to create programs that express the intentionality of our commitment. EnRoot is fully committed to ensuring that people of color, particularly Black, African American, Latinx, and Indigenous people; Women; Veterans; Persons with disabilities; and LGBTQ+ people have the same opportunity and access to reap the benefits of this emerging industry.

GOALS

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

- Recruit, Hire, Train and Promote a diversified staff of managers and agents, with minimums of 51% People of Color, 30% Women, 10% Veterans, 5% LGBTQ+, and 5% persons with disabilities
- Empower the next generation of BIPOC (Black, Indigenous, People of Color) adult learners and veterans to participate in the Cannabis industry with hands-on project-based experience via an annual internship program
- Engage formerly incarcerated BIPOC (Black, Indigenous, People of Color) persons, formerly incarcerated women, and formerly incarcerated members of the LGBTQ community to participate in the cannabis industry, with an emphasis on non-violent offenders

PROGRAMS

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

- Diversity Equity and Inclusion (DEI) within Cannabis
 - Track hires on an on-going basis to determine if diverse applicants are represented in the applicant pool, being interviewed, and hired into professional level positions
 - Post open positions (as they become available, but not less than annually) with the National Labor Exchange
- Paid Adult/Mature Student Internships (21+) in Business Management, Entrepreneurship, Communications, and/or Marketing
 - a) Post all internships on Job Boards within Boston-area Academic Institutions that participate in the Yellow Ribbon Program; namely UMASS Boston, Emerson

- College, Lesley University, Suffolk University, MCPHS, Endicott College, and Roxbury Community College
 - Receive at least six applications from the schools for each internship cycle from veterans and/or BIPOC (Black, Indigenous, People of Color)
 - 75% of interns receive academic credit for their internship with EnRoot
- Formerly incarcerated BIPOC (Black, Indigenous, People of Color) persons, formerly incarcerated women, and formerly incarcerated members of the LGBTQ+ community job program
 - Post all jobs to local organizations that serve formerly incarcerated BIPOC (Black, Indigenous, People of Color) persons, formerly incarcerated women, and formerly incarcerated members of the LGBTQ+ community; Community Reentry for Women (CREW), Aid to Incarcerated Mothers, Community Resources for Justice (CRJ), and Boston Re-Entry Initiative (BRI)
 - 25% of all new hires who are formerly incarcerated BIPOC (Black, Indigenous, People of Color) persons, formerly incarcerated women, and formerly incarcerated members of the LGBTQ+ community remain employed after a 90-day probationary period
 - Promote at least 5% of employees who are formerly incarcerated BIPOC (Black, Indigenous, People of Color) to supervisory positions within 2 years of employment

MEASUREMENTS

The Director of Diversity, Inclusion, and Community Engagement will administer the Plan and be responsible for developing measurable outcomes to ensure EnRoot continues to meet its commitments. Such quantifiable outcomes, in accordance with EnRoot's goals and programs described above, include:

- DEI within Cannabis
 - Document diversity of new hires as well as past hires, which may include anonymous, voluntary surveys
 - Track hires on an on-going basis to determine if diverse applicants are represented in the applicant pool, being interviewed, and hired into professional level positions
 - Document any open positions posted with the National Labor Exchange.
- Internship Program
 - Document internship opportunities posted with Boston-area Academic Institutions that participate in the Yellow Ribbon Program
 - Record any applications received for the internship program
 - Document all participants in the internship program, including the training received and any credits conferred
- Job Program
 - Document any jobs posted with Community Reentry for Women (CREW), Aid to Incarcerated Mothers, Community Resources for Justice (CRJ), and Boston Re-Entry Initiative (BRI) Analyze the percentage of all new hires who are formerly incarcerated BIPOC (Black, Indigenous, People of Color) persons, formerly incarcerated women, and formerly incarcerated members of the LGBTQ community who remain employed after a 90-day probationary period

- Document the number of employees who are formerly incarcerated BIPOC (Black, Indigenous, People of Color) persons, formerly incarcerated women, and formerly incarcerated members of the LGBTQ community who are promoted to supervisory positions within 2 years of employment

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

ACKNOWLEDGEMENTS

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