



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284380
Original Issued Date: 09/29/2023
Issued Date: 09/29/2023
Expiration Date: 09/29/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Raíces on the Hill LLC

Phone Number: 515-460-8350 Email Address: jack@jackscannabisco.com

Business Address 1: 123 Terrace Street

Business Address 2:

Business City: Boston

Business State: MA

Business Zip Code: 02120

Mailing Address 1: 123 Terrace Street

Mailing Address 2:

Mailing City: Boston

Mailing State: MA

Mailing Zip Code: 02120

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 12.5

Percentage Of
Control:

Role: Owner / Partner

Other Role: Manager

First Name: Jeffrey	Last Name: Sanchez	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)		
Specify Race or Ethnicity:		
Person with Direct or Indirect Authority 2		
Percentage Of Ownership: 60	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Hai Qing	Last Name: Huang	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 3		
Percentage Of Ownership: 15	Percentage Of Control:	
Role: Owner / Partner	Other Role: Manager	
First Name: Jack	Last Name: Carney	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		
ENTITIES WITH DIRECT OR INDIRECT AUTHORITY		
Entity with Direct or Indirect Authority 1		
Percentage of Control:	Percentage of Ownership: 75	
Entity Legal Name: West to East LLC	Entity DBA:	DBA City:
Entity Description: Massachusetts Limited Liability Company		
Foreign Subsidiary Narrative:		
Entity Phone: 515-460-8350	Entity Email: jack@jackscannabisco.com	Entity Website:
Entity Address 1: 34 Bridge St	Entity Address 2:	
Entity City: Northampton	Entity State: MA	Entity Zip Code: 01060
Entity Mailing Address 1: 34 Bridge St	Entity Mailing Address 2:	
Entity Mailing City: Northampton	Entity Mailing State: MA	Entity Mailing Zip Code: 01060
Relationship Description: West to East LLC is an entity formed for the purposes of holding interests in licensed MA marijuana establishments.		
Entity with Direct or Indirect Authority 2		
Percentage of Control:	Percentage of Ownership: 12.5	
Entity Legal Name: Parker Hill Ventures	Entity DBA:	DBA City:
Entity Description: Massachusetts Limited Liability Company		
Foreign Subsidiary Narrative:		
Entity Phone: 617-828-0290	Entity Email:	Entity Website:

jeffrey.sanchez7@gmail.com

Entity Address 1: 41 Malcolm Road

Entity Address 2:

Entity City: Jamaica Plain

Entity State: MA

Entity Zip Code: 02130

Entity Mailing Address 1: 41 Malcolm Road

Entity Mailing Address 2:

Entity Mailing City: Jamaica Plain

Entity Mailing State: MA

Entity Mailing Zip Code:
02130

Relationship Description: Parker Hill Ventures is an entity formed for the purposes of holding interests in licensed MA marijuana establishments.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Green Biz LLC

Entity DBA: Jack's Cannabis Company

Email: jack@jackscannabisco.com

Phone:

515-460-8350

Address 1: 34 Bridge St

Address 2:

City: Northampton

State: MA

Zip Code: 01060

Types of Capital: Monetary/Equity,
Debt

Other Type of
Capital:

Total Value of Capital Provided:
\$500000

Percentage of Initial Capital:
100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Jack

Last Name: Carney

Suffix:

Marijuana Establishment Name: Green Biz LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Northampton

Marijuana Establishment State: MA

Individual 2

First Name: Hai Qing

Last Name: Huang

Suffix:

Marijuana Establishment Name: Green Biz LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Northampton

Marijuana Establishment State: MA

Individual 3

First Name: Jack

Last Name: Carney

Suffix:

Marijuana Establishment Name: Green Biz LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Pittsfield

Marijuana Establishment State: MA

Individual 4

First Name: Hai Qing

Last Name: Huang

Suffix:

Marijuana Establishment Name: Green Biz LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Pittsfield

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 123 Terrace Street

Establishment Address 2:

Establishment City: Boston

Establishment Zip Code: 02120

Approximate square footage of the establishment: 5000

How many abutters does this property have?: 171

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning - Raices on the hill.pdf	pdf	619518402c8fa137b9c7c309	11/17/2021
Certification of Host Community Agreement	Raices on the Hill_Form_HCA_Cert - Fully Executed.pdf	pdf	619ba93a44662a31f2896a1d	11/22/2021
Community Outreach Meeting Documentation	Community Outreach Documentation (Updated).pdf	pdf	63dbd33aa8e275000717bc99	02/02/2023

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.pdf	pdf	63dfea3535eb06000880ed15	02/05/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role: Manager

First Name: Jeffrey

Last Name: Sanchez Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role: Manager

First Name: Jack

Last Name: Carney Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Owner / Partner

Other Role:

First Name: Hai Qing

Last Name: Huang Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner

Other Role:

Entity Legal Name: West to East LLC

Entity DBA:

Entity Description: Partnership

Phone: 515-460-8350

Email: jack@jackscannabisco.com

Primary Business Address 1: 34 Bridge St

Primary Business Address 2:

Primary Business City: Northampton Primary Business State: MA Principal Business Zip Code: 01060

Additional Information:

Entity Background Check Information 2

Role: Partner

Other Role:

Entity Legal Name: Parker Hill Ventures

Entity DBA:

Entity Description: Massachusetts Limited Liability Company

Phone: 617-828-0290

Email: jeffrey.sanchez7@gmail.com

Primary Business Address 1: 41 Malcolm Road

Primary Business Address 2:

Primary Business City: Jamaica Plain Primary Business State: MA Principal Business Zip Code: 02130

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Amended and Restated Raices on the Hill LLC Operating Agreement 2022-06-03 (Partially Executed).pdf	pdf	63c87374a8e275000706eadf	01/18/2023
Articles of Organization	CertOfAmmendment2022.pdf	pdf	63c874d1a8e275000706edd7	01/18/2023
Department of Unemployment Assistance - Certificate of Good standing	Certification of No Employees.pdf	pdf	63dfecc5a8e27500071ab2ad	02/05/2023
Department of Revenue - Certificate of Good standing	DOR LOGS.pdf	pdf	63e7d2fb35eb060008880931	02/11/2023
Secretary of Commonwealth - Certificate of Good Standing	SOC LOGS.pdf	pdf	63e7d2fda8e275000721dee2	02/11/2023
Bylaws	Ltr. to CCC re Raices on the Hill (MRN284380).pdf	pdf	6464d6b19c23790008bfb795	05/17/2023
Bylaws	Raices on the Hill - Capital Resources Attestation.pdf	pdf	6464d6b423b80900083e3ed3	05/17/2023
Bylaws	Raices on the Hill - Persons or Entities with Control Attestation.pdf	pdf	6464d6b623b80900083e3ee7	05/17/2023

No documents uploaded

Massachusetts Business Identification Number: 001381424

Doing-Business-As Name: Jack's Cannabis Company

Date generated: 10/04/2023

Page: 5 of 7

DBA Registration City: Boston

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan - Raices on the Hill.pdf	pdf	61951150d5b18b31d5999b29	11/17/2021
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	62ed993f1e960b0009f550e8	08/05/2022
Proposed Timeline	Proposed Timeline.pdf	pdf	63b5b008a0fd020008efe5c3	01/04/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	62ed9990b027db000950f79c	08/05/2022
Separating recreational from medical operations, if applicable	Separating Recreational from Medical Operations.pdf	pdf	62ed9a24b027db000950f81b	08/05/2022
Restricting Access to age 21 and older	Restricting Access to Age 21.pdf	pdf	62ed9a401e960b0009f55177	08/05/2022
Security plan	Security Plan.pdf	pdf	62ed9a6ab027db000950f873	08/05/2022
Prevention of diversion	Prevention of Diversion.pdf	pdf	62ed9a8db027db000950f8de	08/05/2022
Storage of marijuana	Storage of Marijuana.pdf	pdf	62ed9ab2b027db000950f91a	08/05/2022
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	62ed9b171e960b0009f552d2	08/05/2022
Inventory procedures	Inventory Procedures.pdf	pdf	62ed9b3c1e960b0009f5534d	08/05/2022
Quality control and testing	Quality Control.pdf	pdf	62ed9b621e960b0009f5539b	08/05/2022
Dispensing procedures	Retail Dispensing Procedures.pdf	pdf	62ed9b8cb027db000950fb1c	08/05/2022
Personnel policies including background checks	Personnel Policies.pdf	pdf	62ed9bb81e960b0009f55505	08/05/2022
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	62ed9bddb027db000950fca9	08/05/2022
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	62ed9bfe1e960b0009f55671	08/05/2022
Diversity plan	Diversity Plan.pdf	pdf	62ed9c211e960b0009f556ff	08/05/2022
Qualifications and training	Employee Qualifications.pdf	pdf	62ed9c491e960b0009f55720	08/05/2022
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	62ed9c78b027db000950fee1	08/05/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

I Agree

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Plan to Remain Compliant with Local Zoning

The City of Boston amended its zoning code on April 13, 2018, to allow the dispensing of marijuana for adult-use in various neighborhoods and neighborhood subdistricts in the City of Boston.

Raíces on the Hill LLC (the “**Company**”), is proposing to develop and operate a Marijuana Retailer (the “**Marijuana Establishment**”) at 123 Terrace Street, Boston, MA 02120. This site is located in the Mission Hill Neighborhood zoning district and Local Industrial (IS) zoning subdistrict. Pursuant to Article 59, Section 18 of the Zoning Code for the City of Boston, the proposed Marijuana Establishment is a permitted use in the IS zoning subdistrict, subject to the granting of a license from the Boston Cannabis Board (the “**Cannabis Board**”), a conditional use permit from the City of Boston Zoning Board of Appeals (the “**Board**”) and the execution of a Host Community Agreement with the City. Please see the attached zoning bylaws and zoning map for reference.

The Company has discussed its marijuana retail facility with City officials, including the district city councilor, Mayor’s office of emerging industries, Mayor’s office of neighborhood services, building department, police department and fire department, received approval from the Cannabis Board on June 16, 2021 and received its Conditional Use Permit from the Board on September 10, 2021. The Company also entered into a host community agreement with the City on August 4, 2021.

The Company plans to continue to work with officials from the City to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and Jeffrey Sanchez, Chief Executive Officer, will be responsible for ongoing compliance with local and state rules and regulations.

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:

Jeffrey Sanchez

2. Name of applicant's authorized representative:

Jeffrey Sanchez

3. Signature of applicant's authorized representative:



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:

11/18/21

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):
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:

b. Name of publication:

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:

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:

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



Name of applicant:

Raices on the Hill LLC

Name of applicant's authorized representative:

Jeffrey Sanchez

Signature of applicant's authorized representative:

A handwritten signature in black ink, appearing to be "Jeffrey Sanchez", is written over a horizontal rectangular box. The signature is stylized with a large loop and a long, sweeping tail that extends below the box.

Attachment A

Newspaper Publication

LEGAL NOTICES

LEGAL NOTICES

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LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY RAICES ON THE HILL LLC

Notice is hereby given that a community outreach meeting for **Raices on the Hill LLC ("ROTH")'s proposed Marijuana Establishment** is scheduled for **Thursday, August 26, 2021, at 6:00 p.m.** online at <https://princelobel.zoom.us/j/83904290787> or by telephone by calling +1-301-715-8592., Webinar ID: 839 0429 0787. The proposed Marijuana Retailer is anticipated to be located at **123 Terrace Street, Boston, Massachusetts, 02120** (the **"Property"**). Community Members and members of the public are encouraged to attend, and will be permitted to ask questions and receive answers from representatives of **ROTH..**

Questions may be submitted in advance to raicesonthehill@gmail.com. All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on www.princelobel.com.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web- Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

A copy of this notice is on file with the City Clerk's office, the Boston Planning and Development Agency, the Mayor's office, and the Boston Cannabis Board, at Boston City Hall, 1 City Hall Square, Boston, Massachusetts 02201. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

Aug 10

LEGAL NOTICES

LEGAL NOTICES

LEGAL NOTICES

LEGAL NOTICE REQUEST FOR QUALIFICATIONS

The MASSACHUSETTS PORT AUTHORITY (Authority) is soliciting consulting services for MPA CONTRACT NO. **A365, FY22-24 MASSACHUSETTS CONTINGENCY PLAN SERVICES.** The Authority is seeking up to four qualified multidiscipline consulting firms or teams, with proven experience to provide professional environmental consulting and Massachusetts Contingency Plan (MCP) services, including resident inspection, on an on-call, as needed basis. These services are expected to be provided Authority-wide.

The Consultant's must be able to work closely with the Authority and other interested parties in order to provide such services in a timely and effective manner. The consultant shall demonstrate experience in several disciplines including but not limited to: LSP services, preparation and submittal of MCP-related forms and reports, soil, sediment and groundwater sampling, investigation, remediation, & other response actions, human health and ecological risk characterizations, remedial design, construction-related Release Abatement Measure oversight, environmental compliance and Immediate Response Action oversight; and other construction-related services. Other related services including preparation of monitoring plans and reports and meeting with Authority or others to discuss project assignments.

The Authority expects to select up to four consultants. However, the Authority reserves the right to select a different number if it is deemed in its best interest to do so. Each consultant shall be issued a contract in an amount not to exceed \$1,500,000. The services shall be authorized on a work order basis.

A Supplemental Information Package will be available, on Wednesday, August 11, 2021 on the Capital Bid Opportunities webpage of Massport <http://www.massport.com/massport/business/bids-opportunities/capital-bids> as an attachment to the original Legal Notice, and on COMMBUYS (www.commbuys.com) in the listings for this project. If you have problems finding it, please contact Susan Brace at Capital Programs SBrace@massport.com The Supplemental Information Package will provide detailed information about Scope of Work, Selection Criteria and Submission Requirements.

In recognition of the unique nature of the project and the services required to support it, the Authority has scheduled a Consultant Briefing which will be conducted by way of a virtual video conference at 1:00 PM (Local Time) on Thursday, August 19, 2021. The following Zoom instructions shall be used by all participants: Link: <https://massport.zoom.us/j/82172736914>, Meeting ID: 821 7273 6914, Dial In: +1 301 715 8592 or +1 312 626 6799. At this session, an overview of the project will be provided, the services requested by the Authority will be described, and questions will be answered.

By responding to this solicitation, consultants agree to accept the terms and conditions of Massport's standard work order agreement, a copy of the Authority's standard agreement can be found on the Authority's web page at <http://www.massport.com/massport/business/capital-improvements/important-documents/>. The Consultant shall specify in its cover letter that it has the ability to obtain requisite insurance coverage.

This submission, including the litigation and legal proceedings history in a separate sealed envelope as required shall be addressed to Luciana Burdi, Intl. Assoc. AIA, CCM, MCPPO, Director of Capital Programs and Environmental Affairs and received no later than 12:00 Noon on Thursday, September 23, 2021 at the Massachusetts Port Authority, Logan Office Center, One Harborside Drive, Suite 209S, Logan International Airport, East Boston, MA 02128-2909. Any submission which is not received by the deadline, shall be rejected by the Authority as non-responsive. Any information provided to the Authority in any Proposal or other written or oral communication between the Proposer and the Authority will not be, or deemed to have been, proprietary or confidential, although the Authority will use reasonable efforts not to disclose such information to persons who are not employees or consultants retained by the Authority except as may be required by M.G.L. c.66.

MASSACHUSETTS PORT AUTHORITY
LISA S. WIELAND
CEO & EXECUTIVE DIRECTOR

Aug 10

LEGAL NOTICES

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Notice is hereby given that at 11:00 am on Tuesday, August 31, 2021 the Board of Appeal of the City of Boston will hold a public hearing virtually. Please be advised that instructions for attending and participating in the virtual hearing will be posted with the Hearing agenda at boston.gov at least 48 hours prior to the hearing date, upon the following appeals:

Susan Hurst seeking with reference to the premises at: **1 - 2 Thompson Square, Ward: 02**
From the terms of the Boston Zoning Code (see Acts of 1956, c.665) in the following respects:
Variance
Articles:
Art. 62 Sec. 14 Usable open space insufficient
Art. 62 Sec. 29 Off street parking insufficient
Art. 62 Sec. 29 Off street parking Design/Maneuverability
Article 62, Section 8 Bldg Height Excessive (Feet)
Article 62, Section 14 Floor area ratio excessive.

Purpose : The project consists of a change of occupancy and a residential addition to an existing building. The proposed addition will be approximately 23,630 SF and will be comprised of 9 residential units. The first floor of the proposed building includes a 3 level 3 space 9 car garage with elevator.

Kevin Joyce seeking with reference to the premises at: **31 Cambridge Street, Ward: 02**
From the terms of the Boston Zoning Code (see Acts of 1956, c.665) in the following respects:
Variance + Conditional Use
Articles:
Article 62, Section 13 Use Regulations - Cannabis Establishment Use:Conditional
Article 62, Section 14 Floor Area Ratio Excessive
Article 62, Section 13 Use Regulations - Cannabis Establishment shall be sited at least one-half mile or 2,640 feet from another existing cannabis establishment

Purpose : Change occupancy to include cannabis establishment. Then renovate existing first floor commercial space as per plans filed herewith. Renovated commercial space to be used and occupied by new tenant R2 Resilient Remedies LLC as a cannabis establishment after renovation.

Alpine Advisory Services, Agent for Owner seeking with reference to the premises at: **69 Montgomery Street, Ward: 04**
From the terms of the Boston Zoning Code (see Acts of 1956, c.665) in the following respects:**Variance+Conditional Use+GCOD**
Articles:
Art 64.9.4 Town/Rowhouse extension into rear -Balconies additions
Art. 32 Sec. 32-4 Groundwater Conservation Overlay District, Applicability
Art. 64 Sec. 34 Restricted Roof Structure Regs
Article 64, Section 9 Usable Open Space Insufficient

Purpose : Change of Occupancy from 2F&5 lodger to a 3 family. Full gut renovation of the entire building. New kitchens, baths, electrical, plumbing, Hvac, etc. eplan > BOA (Notes: Demo GARAGE, construct roof decks, widen dormer, redesign fire escape egress paths.)

Alpine Advisory Services, Agent for Owner seeking with reference to the premises at: **69 Montgomery Street, Ward: 04**
From the terms of the Massachusetts State Building Code (statute 1972, Chapter 802, as amended) in the following respects: Change of Occupancy from 2F&5 lodger to a 3 family. Full gut renovation of the entire building. New kitchens, baths, electrical, plumbing, Hvac, etc. eplan > BOA (Notes: Demo GARAGE, construct roof decks, widen dormer, redesign fire escape egress paths.)

Violation	Violation Description	Violation Comments
9th 780 CMR 1011	Stairways	1011.11.12.2 Roof access through a penthouse

9th 780 CMR 1021 Egress Balconies Fire escape down to garage's roof eliminated. Instead, ladder proposed.

Douglas Stefanov seeking with reference to the premises at: **362 - 364 West Broadway, Ward: 06**
From the terms of the Boston Zoning Code (see Acts of 1956, c.665) in the following respects:
Variance + Exten Non-Conform Bldg.
Articles:
Art. 09 Sec. 01 Reconstruction/Extension of Nonconforming Bldg.
Article 68, Section 29 Roof Structure Restrictions
Article 68, Section 8 Insufficient side yard setback

Purpose : Install new roof deck on rear of fourth floor existing roof. Exclusive use for Unit 6.

Peter Bryson seeking with reference to the premises at: **28 Wildwood Street, Ward: 14**
From the terms of the Boston Zoning Code (see Acts of 1956, c.665) in the following respects:
Variance
Articles:
Article 60, Section 8 Use forbidden
Article 60 Section 9 Insufficient lot size
Article 60 Section 9 Insufficient additional lot area
Article 60 Section 9 Insufficient lot width
Article 60 Section 9 Insufficient lot width frontage
Article 60 Section 9 Excessive F.A.R.
Article 60 Section 9 Insufficient open space
Article 60, Section 9 Insufficient side yard setback
Article 60 Section 40 Off-Street Parking & Loading Req-Parking space size minimal requirements and maneuvering areas
Application of Dimensional Req - Special provisions for corner lots front yard requirements
Limitation of parking areas > 25%

Art. 10 Sec. 01
Purpose: Erect New 3 Story apartment building with 4 units, including Boston DND low income, with 4 off street parking space and extend Existing curb-cut. On vacant lot.

Kathalene MacPherson seeking with reference to the premises at: **55 Bowdoin Avenue, Ward: 14**
From the terms of the Boston Zoning Code (see Acts of 1956, c.665) in the following respects:
Variance
Articles:
Art. 65 Sec. 08 Three family dwelling is a forbidden use in this zoning sub district
Art. 65 Sec. 08 Dwelling unit located in basement is forbidden
Article 65, Section 9 Side Yard Insufficient

Purpose : This is the renovation of an existing 2 family into a 3 family residence. A 1 car garage along with a loft space above which will be part of the adjacent unit. The existing lower unit 1 duplex will be converted into 2 units.

FOR THE BOARD OF APPEAL
OF THE CITY OF BOSTON
Thomas J. Broom
Assistant Corporation Counsel
July 27, 2021

LEGAL NOTICES

LEGAL NOTICES

Match Charter Public School is seeking bid proposals from

qualified vendors for the following services:
Heating, Ventilation, Air Conditioning (HVAC)

Bid Proposals are due via email no later than 5:00 pm on Wednesday,

September 1, 2021 to dsm@matcheducation.org and collin.redman@matchschool.org.

Please email dsm@matcheducation.org for the RFP or if you have any questions or concerns.

Aug 10

GOOD NEWS!

Home Delivery of the Boston Herald now available throughout Massachusetts and Rhode Island*

Call 1-800-882-1211 for details.

ALL THE NEWS, EXACTLY WHEN YOU WANT IT

BOSTON Herald

For home delivery of the Boston Herald, please call (800) 882-1211. Restrictions apply. Home delivery not available in all areas. Call for details.

Attachment B

Notice Filed with the Municipality

Islam, Ashfin

From: Islam, Ashfin
Sent: Thursday, August 12, 2021 10:26 AM
To: 'Maureen.Feeney@boston.gov'
Cc: Tan, Ashley
Subject: Notice of Community Outreach Meeting - Raices on the Hill, LLC - Thursday August 26, 2021
Attachments: Raices on the Hill - CCC Community Outreach Notice.PDF

Good Morning Clerk Feeney,

I am looking to provide the City Clerk's office notice of an upcoming community outreach meeting regarding Raices On the Hill's proposed marijuana establishment at 123 Terrace Street, Boston 02120. See attached. Can you email me back a date-stamped copy to confirm receipt, or respond to this email confirming that the attached notice has been received.

Thank you and have a great day!

Ashfin

Ashfin Islam
Associate



Prince Lobel Tye LLP
One International Place, Suite 3700
Boston, Massachusetts 02110

617 465 8165 Direct
617 515 3272 Mobile
aislam@princelobel.com

COVID-19 INFORMATION

For the latest updates, please visit our coronavirus (COVID-19) website:

[COVID-19 INFORMATION](#)

([HTTPS://WWW.BOSTON.GOV/NEWS/CORONAVIRUS-DISEASE-
COVID-19-BOSTON](https://www.boston.gov/news/coronavirus-disease-covid-19-boston))

COMMUNITY OUTREACH MEETING FOR A PROPOSED MARIJUANA ESTABLISHMENT

There will be a Community Outreach Meeting For A Proposed Marijuana Establishment on August 26th at 6:00 PM.

Link:

online at <https://princelobel.zoom.us/j/83904290787> (<https://princelobel.zoom.us/j/83904290787>) or by telephone by calling +1-301-715-8592, Webinar ID: 839 0429 0787.

DISCUSSION TOPICS

1

Agenda

Notice is hereby given that a virtual community outreach meeting for **Raices on the Hill LLC (“ROTH”)'s proposed Marijuana Establishment**.

. The proposed Marijuana Retailer (the “**Facility**”) is anticipated to be located at **123 Terrace Street, Boston, Massachusetts, 02120** (the “**Property**”). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of ROTH.

Questions may be submitted in advance to raicesonthehill@gmail.com (<mailto:RaicesontheHillOutreach@gmail.com>). All materials for the meeting will be available more than 24 hours before the virtual outreach community meeting on www.princelobel.com (<http://www.princelobel.com>).

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

A copy of this notice is on file with the City Clerk's office, the Boston Planning and Development Agency, the Mayor's office, and the Boston Cannabis Board, at Boston City Hall, 1 City Hall Square, Boston,

Massachusetts 02201. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

August 26, 2021



06:00PM



VIRTUAL MEETING PLEASE SEE NOTICE
BOSTON, MA 02120



AISLAM@PRINCELOBEL.COM ([MAILTO:AISLAM@PRINCELOBEL.COM](mailto:AISLAM@PRINCELOBEL.COM)).



[617-465-8165](tel:617-465-8165) ([TEL:617-465-8165](tel:617-465-8165)).

Contact: ISLAM ASHFAN

Neighborhoods: DORCHESTER

Posted: 08/12/2021 - 11:11AM

RESOURCES:

[OFFICIAL FILED POSTING](#)

[. \(HTTPS://WWW.BOSTON.GOV/SITES/DEFAULT/FILES/FILE/2021/08/CANNABIS8.12.202108122021110742.PDF\)](https://www.boston.gov/sites/default/files/file/2021/08/CANNABIS8.12.202108122021110742.PDF).

[PRIVACY POLICY \(/DEPARTMENTS/INNOVATION-AND-TECHNOLOGY/TERMS-USE-AND-PRIVACY-POLICY\)](#).

[CONTACT US \(/DEPARTMENTS/MAYORS-OFFICE/CONTACT-BOSTON-CITY-HALL\)](#).

[ALERTS AND NOTIFICATIONS \(/DEPARTMENTS/EMERGENCY-MANAGEMENT/CITY-BOSTON-ALERTS-AND-NOTIFICATIONS\)](#).

[PUBLIC RECORDS REQUESTS](#)

[. \(HTTPS://BOSTONMA.GOVQA.US/WEBAPP/_RS/\(S\(DEN310HNRPQZ2RZH5LGBGSBY\)\)/SUPPORTHOME.AS](https://bostonma.govqa.us/webapp/_RS/(S(DEN310HNRPQZ2RZH5LGBGSBY))/SUPPORTHOME.AS)

Islam, Ashfin

From: Lauren Shurtleff <lauren.shurtleff@boston.gov>
Sent: Thursday, August 12, 2021 11:46 AM
To: Islam, Ashfin
Cc: kathy.carangelo@boston.gov; Tan, Ashley
Subject: Re: Notice of Community Outreach Meeting - Raices on the Hill, LLC - Thursday August 26, 2021

Received thank you

On Thu, Aug 12, 2021 at 10:27 AM Islam, Ashfin <aislam@princelobel.com> wrote:

Dear Director Shurtleff,

I am looking to provide the Boston Planning and Development Agency's office notice of an upcoming community outreach meeting regarding Raices On the Hill's proposed marijuana establishment at 123 Terrace Street, Boston 02120. See attached. Can you email me back a date-stamped copy to confirm receipt, or respond to this email confirming that the attached notice has been received.

Thank you and have a great day!

Ashfin

Ashfin Islam

Associate



Prince Lobel Tye LLP

One International Place, Suite 3700
Boston, Massachusetts 02110

617 465 8165 Direct

617 515 3272 Mobile

aislam@princelobel.com

attorney-client privilege and may be attorney work product, you should not file copies of this email with publicly accessible records. If you are not an addressee on this email or an addressee's authorized agent, you have received this email in error; please notify us immediately at 617 456 8000 and do not further review, disseminate or copy this email. Thank you.

IRS Circular 230 Disclosure: Any federal tax advice or information included in this message or any attachment is not intended to be, and may not be, used to avoid tax penalties or to promote, market, or recommend any transaction, matter, entity, or investment plan discussed herein. Prince Lobel Tye LLP does not otherwise by this disclaimer limit you from disclosing the tax structure of any transaction addressed herein.



**boston planning &
development agency**

Lauren N. Shurtleff

Director of Planning

617.918.4353

Boston Planning & Development Agency (BPDA)

One City Hall Square | Boston, MA 02201

bostonplans.org

The City of Boston is subject to [MGL: Chpt.66, Sec.10 Public Records Law](#). Email sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City email should presume that the emails are subject to release upon request, and to State record retention requirements.

Islam, Ashfin

From: Molly Griffin <molly.griffin2@boston.gov>
Sent: Thursday, August 12, 2021 2:20 PM
To: Islam, Ashfin
Subject: Re: Notice of Community Outreach Meeting - Raices on the Hill, LLC - Thursday August 26, 2021

Hi Ashfin,

Thanks, I got it. Just so you know this meeting does not replace any official meeting that our office would host during this process.

Best,
Molly



Molly Griffin

Back Bay, Beacon Hill, Fenway, and Mission Hill Liaison
Mayor's Office of Neighborhood Services
617-635-2679
Sign up for neighborhood news [here](#).

On Thu, Aug 12, 2021 at 10:33 AM Islam, Ashfin <aislam@princelobel.com> wrote:

Good Morning!

I am looking to provide the Mayor's Office of Neighborhood Services notice of an upcoming community outreach meeting regarding Raices On the Hill's proposed marijuana establishment at 123 Terrace Street, Boston 02120. See attached. Can you email me back a date-stamped copy to confirm receipt, or respond to this email confirming that the attached notice has been received?

Thank you in advance for your assistance!

Ashfin

Ashfin Islam

Associate



Prince Lobel Tye LLP

One International Place, Suite 3700
Boston, Massachusetts 02110

617 465 8165 Direct

617 515 3272 Mobile

aislam@princelobel.com

This email is intended for the confidential use of the addressees only. Because the information is subject to the attorney-client privilege and may be attorney work product, you should not file copies of this email with publicly accessible records. If you are not an addressee on this email or an addressee's authorized agent, you have received this email in error; please notify us immediately at 617 456 8000 and do not further review, disseminate or copy this email. Thank you.

IRS Circular 230 Disclosure: Any federal tax advice or information included in this message or any attachment is not intended to be, and may not be, used to avoid tax penalties or to promote, market, or recommend any transaction, matter, entity, or investment plan discussed herein. Prince Lobel Tye LLP does not otherwise by this disclaimer limit you from disclosing the tax structure of any transaction addressed herein.

Attachment C

Municipal Approval for Virtual Meeting

Islam, Ashfin

From: Jasmin Winn <jasmin.winn@boston.gov>
Sent: Friday, August 13, 2021 9:48 AM
To: Islam, Ashfin
Cc: Lesley Hawkins; Cannabis Board; Public Notice
Subject: Fwd: Notice of Community Outreach Meeting - Raices on the Hill, LLC - Thursday August 26, 2021
Attachments: Raices on the Hill - CCC Community Outreach Notice.PDF

Hi Islam

This is to confirm that the BCB is in receipt of your email. Additionally, this email serves as confirmation that the community meeting can be held virtually.

I have included the Public Notice team who will be able to post the notice and provide a stamp copy.

Thank you

----- Forwarded message -----

From: Islam, Ashfin <aislam@princelobel.com>
Date: Thu, Aug 12, 2021 at 10:31 AM
Subject: Notice of Community Outreach Meeting - Raices on the Hill, LLC - Thursday August 26, 2021
To: lesley.hawkins@boston.gov <lesley.hawkins@boston.gov>, jasmin.winn@boston.gov <jasmin.winn@boston.gov>
Cc: Tan, Ashley <atan@princelobel.com>

Good Morning,

I am looking to provide the Boston Cannabis Board's office notice of an upcoming community outreach meeting regarding Raices On the Hill's proposed marijuana establishment at 123 Terrace Street, Boston 02120. See attached. This community outreach meeting is required in order to submit the state licensing application for Raices on the Hill, LLC.

Can you email me back a date-stamped copy to confirm receipt, or respond to this email confirming that the attached notice has been received.

We additionally are seeking your written permission to hold this meeting virtually on August 26, 2021 at 6pm pursuant to the Cannabis Control Commission's executive order. This meeting will be noticed in accordance with the state requirements.

Thank you,

Ashfin

Ashfin Islam

Associate



Prince Lobel Tye LLP

One International Place, Suite 3700
Boston, Massachusetts 02110

617 465 8165 Direct

617 515 3272 Mobile

aislam@princelobel.com

This email is intended for the confidential use of the addressees only. Because the information is subject to the attorney-client privilege and may be attorney work product, you should not file copies of this email with publicly accessible records. If you are not an addressee on this email or an addressee's authorized agent, you have received this email in error; please notify us immediately at 617 456 8000 and do not further review, disseminate or copy this email. Thank you.

IRS Circular 230 Disclosure: Any federal tax advice or information included in this message or any attachment is not intended to be, and may not be, used to avoid tax penalties or to promote, market, or recommend any transaction, matter, entity, or investment plan discussed herein. Prince Lobel Tye LLP does not otherwise by this disclaimer limit you from disclosing the tax structure of any transaction addressed herein.

--

Jasmin Winn

Project Manager | [Boston Cannabis Board](#) | 617•635•2330 | 1 City Hall Square, Room 809, Boston, MA 02201

Attachment D

Examples of Abutters Notices

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY RAÍCES ON THE
HILL LLC**

Notice is hereby given that a virtual community outreach meeting for **Raíces on the Hill LLC (“ROTH”)**’s **proposed Marijuana Establishment** is scheduled for **Thursday, August 26, 2021, at 6:00 p.m.**, online at <https://princelobel.zoom.us/j/83904290787> or by telephone by calling +1-301-715-8592, Webinar ID: 839 0429 0787. The proposed Marijuana Retailer (the **“Facility”**) is anticipated to be located at **123 Terrace Street, Boston, Massachusetts, 02120** (the **“Property”**). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of ROTH.

Questions may be submitted in advance to RaicesontheHillOutreach@gmail.com. All materials for the meeting will be available more than 24 hours before the virtual outreach community meeting on www.princelobel.com.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission’s Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

A copy of this notice is on file with the City Clerk’s office, the Boston Planning and Development Agency, the Mayor’s office, and the Boston Cannabis Board, at Boston City Hall, 1 City Hall Square, Boston, Massachusetts 02201. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

PRINCE LOBEL

Prince Lobel Tye LLP
One International Place, Suite 3700, Boston, MA 02110



quodient
FIRST-CLASS MAIL
\$000.51⁹
08/10/2021 ZIP 02110
043M31222904

US POSTAGE

6 WHITTIER RD
MARBLEHEAD, MA 01945

PRINCE LOBEL

Prince Lobel Tye LLP
One International Place, Suite 3700, Boston, MA 02110



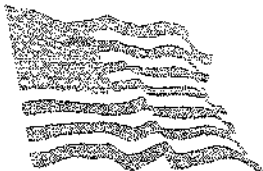
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FIRST-CLASS MAIL
\$000.51⁹
08/10/2021 ZIP 02110
043M31222904

US POSTAGE

818 PARKER ST
BOSTON, MA 02120

PRINCE LOBEL

Prince Lobel Tye LLP
One International Place, Suite 3700, Boston, MA 02110



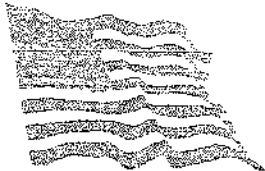
quodient
FIRST-CLASS MAIL
\$000.51⁹
08/10/2021 ZIP 02110
043M31222904

US POSTAGE

810 PARKER ST
ROXBURY CROSSING, MA 02120

PRINCE LOBEL

Prince Lobel Tye LLP
One International Place, Suite 3700, Boston, MA 02110



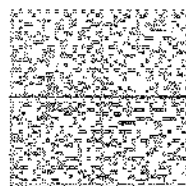
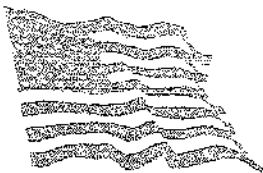
quodient
FIRST-CLASS MAIL
\$000.51⁹
08/10/2021 ZIP 02110
043M31222904

US POSTAGE

650 HUNTINGTON AVE #17M
BOSTON, MA 02115



Prince Lobel Tycoon
One International Place, Suite 3700, Boston, MA 02110



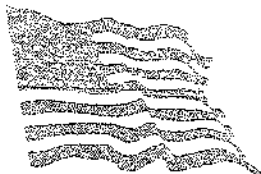
quodient
FIRST-CLASS MAIL
\$000.51⁹
08/10/2021 ZIP 02110
043M31222904

US POSTAGE

810 PARKER ST
ROXBURY, MA 02120



Prince Lobel Tycoon
One International Place, Suite 3700, Boston, MA 02110



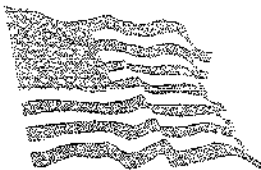
quodient
FIRST-CLASS MAIL
\$000.51⁹
08/10/2021 ZIP 02110
043M31222904

US POSTAGE

841 PARKER ST #102
ROXBURY, MA 02120



Prince Lobel Tycoon
One International Place, Suite 3700, Boston, MA 02110



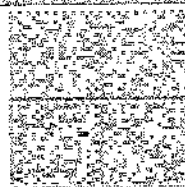
quodient
FIRST-CLASS MAIL
\$000.51⁹
08/10/2021 ZIP 02110
043M31222904

US POSTAGE

100 TERRACE ST, #2
ROXBURY, MA 02120



Prince Lobel Tycoon
One International Place, Suite 3700, Boston, MA 02110



quodient
FIRST-CLASS MAIL
\$000.51⁹
08/10/2021 ZIP 02110
043M31222904

US POSTAGE

807 PARKER ST
ROXBURY, MA 02120

Attachment E

Link to Recorded Virtual Meeting

Topic: Raices on the Hill LLC Virtual Community Outreach Meeting

Date: August 26, 2021 6:00 PM Eastern Time (US and Canada)

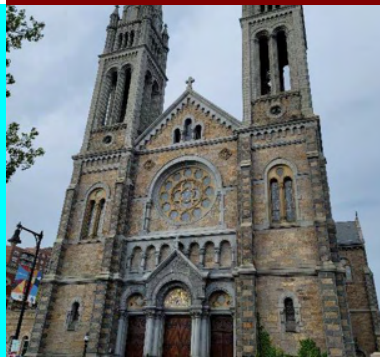
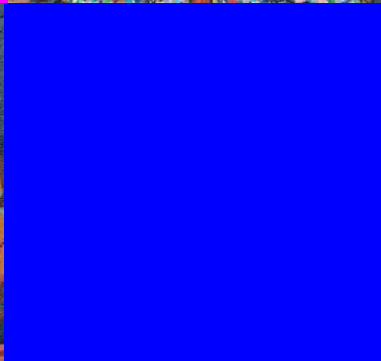
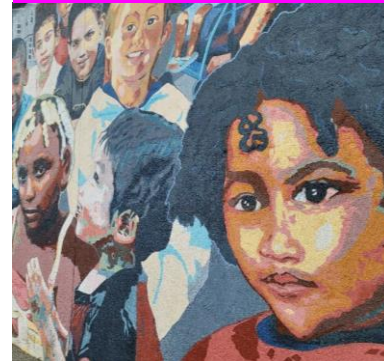
Meeting Recording:

https://princelobel.zoom.us/rec/share/Bi22BXdNTKe3Ar6CTjV_kEHRyC-iWB7qydS7G-jHkEM8EYFhfGi2Rx4Rjg_KFYx.BFPzOgXBtxKLCi3P

[Access Passcode: Raices!2021](#)

Attachment F

Virtual Meeting Presentation Handouts





Jeffrey Sánchez

Jeff was born and raised in Mission Hill. His mother still lives on Terrace Street. Jeff served for 16 years as the State Representative for the district.



Alex Oliver-Davila

Alex has dedicated her professional career to young people. She has served as executive director of a youth & community development organization since 1999.



Rafael Ruiz

For over three decades Rafael worked for the Boston Police Department, retiring as a Superintendent in 2012, the first Latino in the department's history to attain that rank.

Leadership

Raíces ≈ Roots

Diversity and Inclusion

 = 51%
Latino/Latina Ownership

B = 70%+
Boston Ownership*

*Defined as 5 of the last 10 years



Architect:
Stull and Lee Incorporated (MBE)



Security Advisor:
Rafael Ruiz (MBE)



Security Guards:
TBD (MBE)



Transport of funds & cannabis:
Eagle Eyes Transport (MBE)

Employment Plan

GOALS		PLAN TO ACHIEVE GOALS
BIPOC	65%	Extensive network of operator; job fairs at Mission Main and Bromley Heath; targeted advertising; reporting to BCB.
Women	50%	Monitor all hires and determine equitable hiring.
Mission Hill Residents	65%	Local job fairs; Mission Hill Gazette.
Boston Residents	75%	Local job fairs and hiring.
Wages and Benefits	\$15.69	Compliance with Boston Living Wage Ordinance
Previous Criminal Record	>10%	Job fairs at Mission Main and Bromley Heath; MassHire, Operation Exit and Mayor's Office of Returning Citizens
Implicit Bias and Diversity Training	100%	Within first 90 days of employment and once annually
Outreach to employees who are from immigrant populations, persons with disabilities, and LGBTQIA+		Outreach via affinity publications, non-profits and community organizations



① FRONT ELEVATION
1" = 20'-0"



② RIGHT SIDE ELEVATION
1/16" = 1'-0"

Proposed
Facility

RAICES ON THE HILL, LLC

123 TERRACE STREET, BOSTON, MA 02120

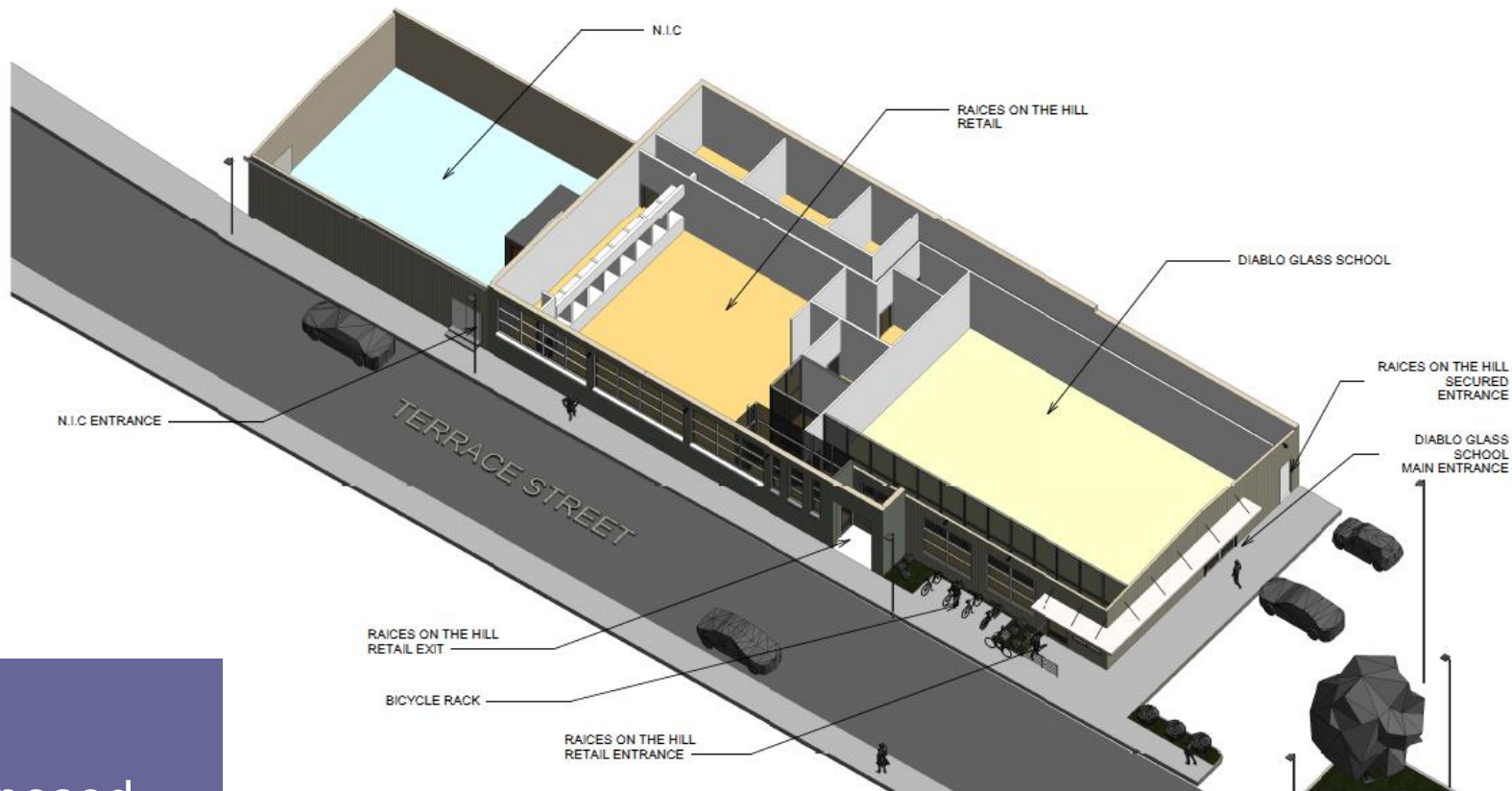
No.	Description	Date

PROPOSED ELEVATIONS

Project number 3010
Date 05.04.2021
Drawn by AO
Checked by TM

A102

Scale As indicated



Proposed Facility

RAICES ON THE HILL, LLC

123 TERRACE STREET, BOSTON, MA 02120

No.	Description	Date

AXON

Project number 3010
 Date 05.04.2021
 Drawn by Author
 Checked by Checker

A103

Scale



Proposed Facility

RAICES ON THE HILL, LLC

123 TERRACE STREET, BOSTON, MA 02120

No.	Description	Date

EXTERIOR RENDERING

Project number 3010
 Date 05.04.2021
 Drawn by Author
 Checked by Checker

A104

Scale

Key Security Features

Police details as needed (pursuant to meeting with Captain Facey)

Separated customer entrance and exit areas

Dedicated delivery and pickup access

~35 cameras throughout facility inside and outside

Exterior lighting on building

Proposed hours: 9AM-8PM Monday-Sunday

~3 product deliveries/week randomized using Eagle Eyes Transport

Cash transportation also by Eagle Eyes Transport
(Preferred by Century Bank)

1-2 unarmed security guards onsite during all operating hours

Security,
Nuisance
Abatement,
and
Diversion to
Minor

Nuisance Abatement

Prepare and follow a detailed set of written operating procedures.

Handle and process marijuana in a safe and sanitary manner.

Properly Remove litter and waste so as to minimize the development of odor and minimize the potential for waste attracting and harboring pests.

Security,
Nuisance
Abatement,
and
Diversion to
Minors

Diversion to Minors Prevention

Use of state approved seed to sale tracking system.

Restricting Access to 21+ with strict dispensing protocols

Development of chain of custody policies and procedures approved by the state.

Daily product delivery using unmarked vehicles and randomized routes.

Anti-diversion training for employees.

Right to deny sales to any individual.

Utilization of appropriate packaging and labeling.

Storage of Marijuana in compliance with 935 CMR 500.105(11)

Security,
Nuisance
Abatement,
and
Diversion to
Minors



603 Salem Street
Wakefield, MA 01880
Tel: (781) 246-2800
Fax: (781) 246-7596

Traffic Impact Statement

Nantucket, MA 02554
Tel: (508) 228-7909

Refer to File No. BOS-0141

TO: Mission Hill Neighborhood Housing Service
FROM: Tony Capachietti, *Project Manager*
DATE: October 18, 2019
SUBJECT: Raices on the Hill
Proposed Marijuana Dispensary
123 Terrace Street
Boston, MA

Hayes Engineering, Inc. (HEI) has prepared this Traffic Impact Statement in support of the proposed marijuana dispensary at 123 Terrace Street in Boston's Mission Hill neighborhood, pursuant to the request of the Project Proponent, Raices on the Hill. The purpose of this Impact Statement is to evaluate the anticipated Average Daily and Peak Hour trip generation for the facility under both its prior and proposed uses and offer preliminary traffic mitigation strategies for the facility as it relates to potential impacts to the neighborhood.

The proposed dispensary is to be located along the easterly side of Terrace Street between its intersection of Heath Street to the south and Tremont Street to the north (See Figure 1). The existing multi-tenant residential and commercial building is served by an existing curb cut onto Terrace Street. The site is also proximate public transportation and is within a short walk to the Massachusetts Bay Transit Authority (MBTA) Orange Line Roxbury Crossing stop and is served by the 19, 22, 29 and 66 bus lines.


The Applicant proposes to operate an adult use marijuana dispensary within the portion of the facility that houses Diablo Glass School and also proposes to demolish a portion of the building to allow for expansion of the existing parking area. The proposed dispensary will occupy approximately 4,871 square feet (sf.) of gross floor area (GFA) and include ten (10) on-site parking spaces.

Trip Generation

Average Daily Vehicle Trips and Peak Hour Trips for the project are calculated using data published by the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition.

- ▶ 10 on-site parking spaces
- ▶ Commitment to invest in Terrace Street traffic improvements
- ▶ Short walk to the Massachusetts Bay Transit Authority (MBTA) Orange Line Roxbury Crossing stop and is proximate to the 19, 22, 29 and 66 bus lines
- ▶ Anticipate 50 percent of all orders to be online (pre-orders)
- ◀ *"The resultant vehicle increase from the proposed use in the peak hour is approximately 10 vehicles. It is unlikely that this minor increase would have an adverse effect on the prevailing traffic conditions."*

Transportation and Parking



A pie chart illustrating the survey results. The chart is divided into two segments: a large blue segment representing 78% labeled 'Yes', and a smaller green segment representing 22% labeled 'No'.

Response	Percentage
Yes	78%
No	22%

Commitments

10 percent of all profits to be distributed back to the community*

Diablo Glass to remain onsite at below market rent

Good Neighborhood Agreement (GNA) with Mission Hill Neighborhood Services (MHNHS)

Local job creation (10 to 15 positions)

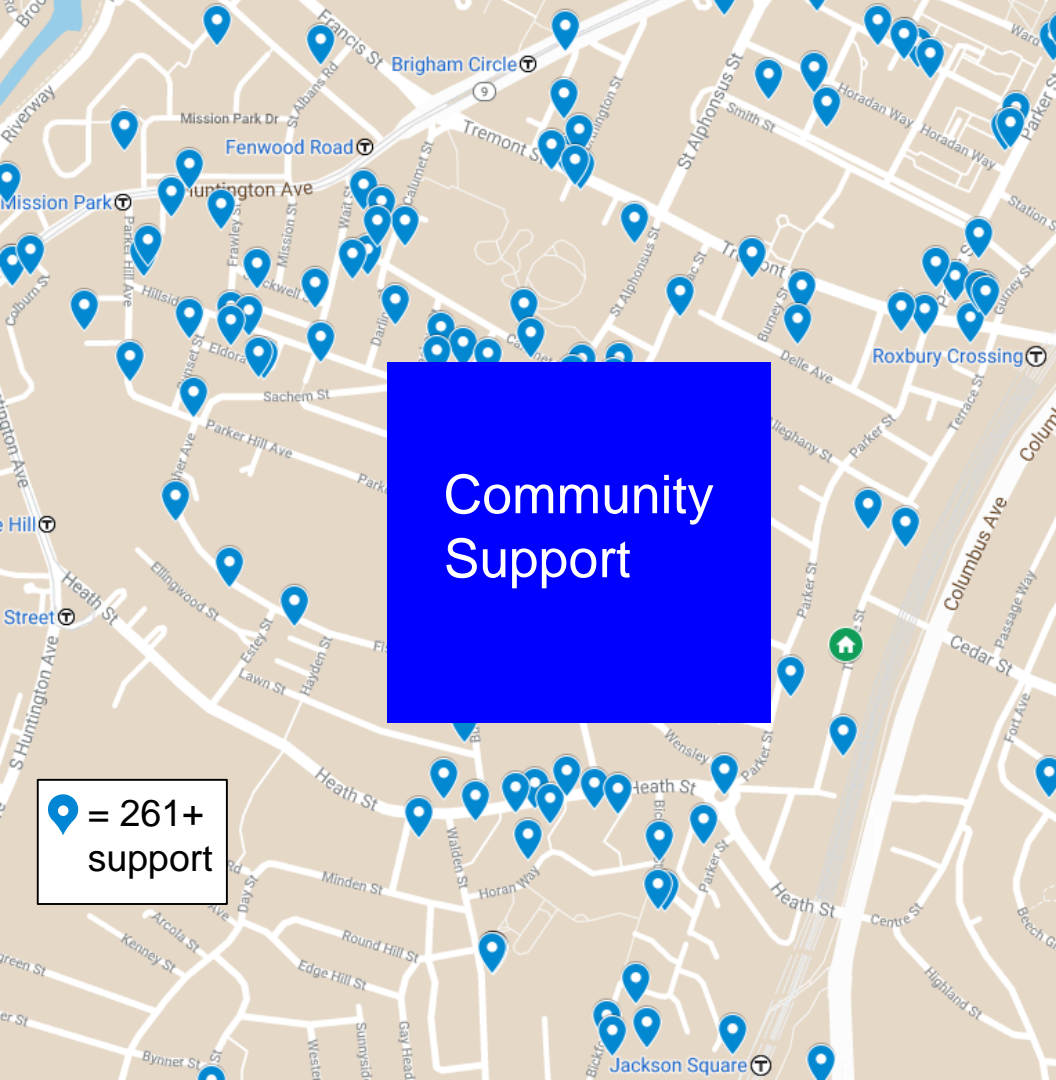
Investments in Terrace Street

Enhanced security and activity on rapidly evolving street

* Raíces on the Hill will solicit community engagement by convening a process wherein applications will be solicited annually from any and all organizations and individuals, and will hold an annual public meeting to review and discuss the proposals.

Community Contributions

According to commitment made through City Councilor Bok, a minimum of \$50,000 in year one and \$100,000 thereafter will be made; directing \$25,000, \$50,000 and \$75,000 in years one, two and three to Terrace Street improvement.



DATE	MEETING
11/20/19	Community Alliance of Mission Hill
10/21/19	Mission Hill Neighborhood Housing Services
1/27/19	Mission Hill Neighborhood Housing Services
3/9/20	Community Outreach Meeting
2/5/20	Meeting with Captain Leighton Facey (Area-B2)
2/24/20	Meeting with State Representative Nika Elugardo
6/8/20	Conference with Mildred C. Hailey Tenant Organization
6/10/20	Conference with Mission Main Tenant Task Force
6/18/20	Conference with Boston Building Resources (abutter)
6/18/20	Conference with Sebastian Mariscal team (abutter)
7/31/20	Meeting with City Councilor Kenzie Bok
5/17/21	Mission Hill Neighborhood Housing Services Meeting
5/19/21	Community Alliance of Mission Hill Meeting
8/26/21	Virtual Community Outreach Meeting

Diversity
and
Inclusion



Employment
Plan



Leadership

Community
Support



Security,
Nuisance
Abatement, &
Prevention of
Diversion to
Minors



Proposed
Facility



Community
Contributions



Transport-
ation and
Parking

Attachment G

Number of Participants Attending the Meeting

Raices on the Hill LLC Virtual Community Outreach Meeting

August 26, 2021

Raices on the Hill LLC Project Team: 2

Moderator: 1

Community Attendee(s): 1

Total Participants: 4



Plan for Positive Impact

Raíces on the Hill LLC (the “**Company**”) is basing its headquarters in Mission Hill Massachusetts census tract 80801¹, an area that has been identified by the Commission as an area of disproportionate impact. Additionally, various other parts of the City of Boston including the following census tracts in Suffolk County: 803; 10103; 10104; 10300; 10404; 10405; 60700; 61000; 61101; 70200; 71201; 80300; 61101; 80401; 80500; 80601; 81500; 81700; 81800; 81900; 82000; 82100; 90100; 90200; 90300; 90400; 90600; 91200; 91400; 91700; 91800; 91900; 92000; 92300; 92400; 100100; 100200; 100601; 101001; 101101; 101102; 110201; 120500; 980101; 980300; 981100; 981700A; and 981800, are ADIs that are close in proximity to the location of the proposed Marijuana Establishment. Collectively, all of the aforementioned Suffolk County Census Districts shall be referred to herein as the “**Target Areas**”. The Company intends to focus its efforts in the Target Areas and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

During its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

Goals:

The Company’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, **at least 65% of its employees** from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and
2. Provide educational programs and informational sessions geared towards individuals from the Target Areas and/or Massachusetts Residents who have, or have parents or spouses who have, past drug convictions that are interested in the cannabis industry, with specific focuses on marijuana retailers and entrepreneurship, at least **twice** a year. Such educational events will specifically include, but not be limited to, information on **licensing workshops (i.e., guidance on filing applications with the Commission), preparation of standard operating policies and procedures, Massachusetts cannabis market overview and METRC best practices.** These meetings will be held via zoom and up to 100 participants (including one host) can participate.

Programs:

¹ <http://www.bostonplans.org/getattachment/d09af00c-2268-437b-9e40-fd06d0cd20a2>

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Areas or Massachusetts residents who have past drug convictions it shall post weekly/monthly **notices** during the hiring process at the municipal offices of the Target Areas and in newspapers of general circulation in the Target Areas, including but not limited to, **the Boston Herald**, these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

2. In an effort to ensure that the Company provides opportunities for individuals from the Target Areas and/or Massachusetts residents who have past drug convictions to attend its educational events the Company shall post notices at least **two (2) weeks** prior to hosting said educational programs or informational sessions in newspapers of general circulation in the Target Areas including but not limited to, **the Boston Herald**, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions to attend these events.

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

Annual Review:

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions; and
2. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that it: (1) acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with

respect to limitations on ownership or control or other applicable state laws; and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

AMENDED AND RESTATED OPERATING AGREEMENT

OF

RAICES ON THE HILL LLC

June __, 2022

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AMENDED AND RESTATED OPERATING AGREEMENT

of

RAICES ON THE HILL LLC

THIS OPERATING AGREEMENT (this "Agreement") of Raíces on the Hill LLC, a Massachusetts limited liability company (the "Company"), is made as of June ____, 2022, by and among the Company, the Persons identified on the signature page hereto as "Members" and each of the Persons identified on the signature page hereto as a "Manager" (and collectively, the "Board").

RECITALS

WHEREAS, the Company was formed as of April 30, 2019 as a limited liability company under the laws of the Commonwealth of Massachusetts in accordance with the provisions of the Massachusetts Limited Liability Company Act by the filing of a Certificate of Organization for the Company (the "Certificate") in the Office of the Secretary of State of the Commonwealth of Massachusetts; and

WHEREAS, the Company, the Members and the Board executed Company's initial operating agreement titled as Operating Agreement of Raices on the Hill LLC, dated June 1, 2019 (the "Original Agreement"); and

WHEREAS, the Members have now agreed to transfer certain issued and outstanding Units of the Company to West to East LLC, subject to the Company and the Members adopting and approving this Amended and Restated Operating Agreement; and

WHEREAS, the Company, the Member and the Board desire to amend the Original Agreement to reflect the foregoing transaction; and

WHEREAS, the Company, the Members and the Board wish to set out fully their respective rights, obligations and duties regarding the Company and its affairs, assets, liabilities and the conduct of its business; and

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge, the Company, the Members and the Board hereby agree as follows:

ARTICLE I **DEFINITIONS**

For purposes of this Agreement, capitalized terms used, and not otherwise defined, herein shall have the meanings set forth below:

"Act" shall mean the Massachusetts Limited Liability Company Act and any successor statute, as amended from time to time.

"Affiliate" shall mean, as to any Member, any Person that (i) directly or indirectly Controls, is Controlled by or is under common Control with such Member; (ii) directly or indirectly owns a beneficial interest of ten percent (10%) or more in such Member or (iii) is a Family Member.

"Assumed Tax Rate" shall mean the highest effective marginal statutory combined federal, state, municipal and local income tax rate for any Fiscal Year prescribed for an individual residing in Boston, Massachusetts, taking into account the character (e.g., long-term or short-term capital gain, ordinary or exempt) of the applicable income (but without taking into account any deductibility of state and local income taxes for federal income tax purposes).

"Agreement" shall have the meaning set forth in the Preamble.

"Board" shall have the meaning set forth in the introductory paragraph.

"Capital Account" shall have the meaning set forth in Section 5.1(b) hereof.

"Capital Contributions" shall have the meaning set forth in Section 3.2 hereof.

"Capital Event Proceeds" means: (a) the net amount of cash received by the Company from a Capital Transaction, after (i) the deduction of all associated fees, expenses and costs paid or payable by the Company, and (ii) such other reserves as the Board may establish in its discretion. Capital Event Proceeds shall include: (a) all principal and interest payments with respect to any note or other obligation received by the Company in connection with a Capital Transaction; and (b) amounts distributed to the Company as an owner of another entity to the extent that the amount distributed, in the hands of the distributing entity, is in the nature of Capital Event Proceeds. Amounts released from a reserve of Capital Event Proceeds shall be treated as Capital Event Proceeds.

"Capital Transaction" means: (i) any liquidation (as defined in Treasury Regulation 1.704-1(b)(2)(iv)(g) or as provided herein) or dissolution; of the Company; (ii) a merger, conversion into a corporation, consolidation or other combination of the Company with or into any Person; or (iii) a sale or other disposition of all or substantially all of the Company's assets in a single transaction or in a series of related transactions; (iv) any refinancing of the indebtedness secured by Company Property.

"Certificate" shall have the meaning set forth in the Recitals above.

"Claim" shall have the meaning set forth in Section 10.2.

"Class A Member" shall mean and refer to each Member holding any Class A Unit(s).

"Class A Unit" means the units of Class A interests as set forth on Exhibit A, as it may be amended from time to time, with the right to vote one (1) vote per Unit and with the other various rights and privileges set forth herein, including, without limitation, such Member's interest in capital and profits.

"Class B Member" shall mean and refer to each Member holding any Class B Unit(s).

"Class B Unit" means the units of Class B interests as set forth on Exhibit A, as it may be amended from time to time, with the right to vote one (1) vote per Unit, and with the other various rights and privileges set forth herein, including, without limitation, such Member's interest in capital and profits.

"Code" shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time (or any corresponding provisions of succeeding law).

"Company" has the meaning given that term in the opening paragraph.

"Company Property" shall mean and include all property owned by the Company, whether real or personal and tangible or intangible.

"Control" and "Controlling" means either ownership of a majority of the outstanding voting interests with full right to vote the same and/or the capacity (whether or not exercised) to manage or direct the management of the business or affairs of the relevant Person.

"Depreciation" shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

"Economic Interest" shall mean an interest in the Company's Profits, Losses and distributions of the Company's assets pursuant to this Agreement and the Act arising from the transfer of Units (together with the appropriate portion of the transferor's Capital Contribution and Percentage Interest) which has not received any consent required hereunder, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or the Board.

"Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

"Employee" means any individual performing services for the Company.

"Event of Withdrawal" shall mean (i) the bankruptcy or insolvency of any Member, a general assignment for the benefit of creditors of a Member, or the occurrence of any event causing the termination of a Member's interest in the Company; or (ii) the assumption by a legal representative or successor in interest of control over the rights of a Member due to the death or incompetence of an individual Member, or dissolution or termination of any entity which is a Member or (iii) the failure of any Member at any time to qualify as a party under all applicable law allowed to hold an interest in a Marijuana Establishment pursuant to Chapter 55 of the Acts of 2017, Mass. General Laws Ch. 94G, and its implementing regulations 935 CMR 500.000, et seq.

"Fair Market Value" shall mean, as of any date and as to any asset being transferred, the price which a knowledgeable, willing buyer would pay to a knowledgeable, willing seller for such asset, neither buyer nor seller being under any obligation to engage in such transaction, reflecting appropriate adjustments for lack of control, lack of marketability and the like.

"Family Member" shall mean and include a Member's spouse, parent, child, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece or in-law (whether naturally or by marriage or adoption) of such Member or the spouse of such Person; and trusts for the benefit of each of the foregoing.

"Fiscal Year" shall have the meaning set forth in Section 2.9 hereof.

"Gross Asset Value" shall mean with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Board, provided, that if the contributing Member is a member of the Board, the determination of fair market value of a contributed asset shall be made by independent appraisal;

(ii) The Gross Asset Value of all Company assets shall be adjusted from time to time to reflect their respective gross fair market values, as determined by the Board taking into account: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company Property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), provided, however, that the adjustments pursuant to clauses (A) and (B) above shall only be made if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Board provided, that if the distributee is a member of the Board, the determination of fair market value of such distributed asset shall be made by independent appraisal; and

(iv) The Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Value shall not be adjusted pursuant to this subparagraph (iv) to the extent the Board determines that an adjustment pursuant to subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (i), (ii) or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"Initial Capital Contribution" shall mean the amount of a Member's original investment in the Company as properly reflected on Exhibit A, without adjustment for changes in the Capital account of such Member.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever.

"Majority of Members" shall mean, as of any date, as to any Class, the holders of the Units of the Class constituting a majority of all issued and outstanding Units of that Class. If any act requires the consent or approval of all Members, a "Majority of Members" shall mean the holders of a majority of all Classes as a single group.

"Member" shall have the meaning set forth in the Recitals. For the avoidance of doubt, "Member" shall mean and include all holders of any Units of Membership Interest and each Economic Interest Owner except that the Economic Interest Owner shall not have any rights to participate in the management of the Company, or the right to vote on, consent to or otherwise participate in any decision of the Members or the Board.

"Member Bankruptcy" shall have the meaning set forth in Section 9.5 hereof.

"Operating Proceeds" shall have the meaning set forth in Section 5.5 hereof.

"Percentage Interest" shall mean, with respect to any Member, as of any date, (i) if of a Class of Units, the ratio (expressed as a percentage) of such Member's Units of such Class on such date to the aggregate Units of that Class held by all Members on such date; and (ii) if of all Units, the ratio (expressed as a percentage) of all of such Member's Units on such date to the aggregate Units of all Members on such date. In the event that all or any portion of a Member's Units are transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest of the transferor to the extent it relates to the transferred Units.

"Person" shall mean a natural person or any corporation, association, joint venture, limited liability company, general or limited partnership, trust or other legal person or entity.

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

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

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

(iii) In the event that the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of "Gross Asset Value," the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(iv) Gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of "Depreciation";

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if such item increases the basis of such asset) or loss (if the adjustment decreases the basis of such asset) from the disposition of the asset and shall be taken into account for purposes of computing Profit or Loss;

"Regulations" shall mean the rules and regulations promulgated by the Internal Revenue Service pursuant to the Code.

"Taxing Jurisdiction" shall have the meaning set forth in Section 5.4 hereof.

"Transfer" shall mean any offer, sale, conveyance, assignment, hypothecation, pledge, encumbrance, grant of a security interest in, transfer, or other disposition (including any gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy)) of any Unit or any rights therein.

"Transferee" shall mean and include any recipient of a Transfer pursuant to Article VII hereof.

"Units" and "Units of Membership Interests" shall represent the Members' interests in the Company's Profits and Losses, distributions of the Company's assets pursuant to this Agreement and the Act, holder's Capital Contribution and Percentage Interest and all rights granted to Members to participate in the management or affairs of the Company, including the right to vote on, consent to

or otherwise participate in any decision of the Members or the Board. "Units" shall include Class A Units, Class B Units, and any other Class of Units created hereunder.

"Withdrawing Member" shall have the meaning set forth in Section 7.5 hereof.

ARTICLE II

THE LIMITED LIABILITY COMPANY

2.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Act, and the Certificate was filed in the Office of the Secretary of State of the Commonwealth of Massachusetts as of the date set forth in the Recitals in conformity with the Act. All Members and the Board unanimously agree to substitute this Agreement for the Original Agreement in its entirety, taking effect on the date first above written.

2.2 Name. The business of the Company shall be carried on in the name of the Company with such variations and changes as the Board shall determine or deem necessary to comply with the requirements of the jurisdictions in which the Company's operations are conducted.

2.3 Registered Office; Registered Agent. The name and address of the Company's registered agent in the Commonwealth of Massachusetts is Prince Lobel Tye LLP, Attn: Jane England, One International Place, Suite 3700, Boston, MA 02110.

2.4 Principal Place of Business. The principal place of business of the Company shall be at 123 Terrace Street, Mission Hill, MA 02120 or such other location as the Board may select from time to time.

2.5 Business Purpose of the Company. The general character of the business of the Company shall be to engage in the distribution of cannabis, to the extent permitted and in accordance with Massachusetts law, and engaging in all other lawful business that a limited liability company may conduct in accordance with the Act.

2.6 Powers. The Company shall have all the powers necessary or convenient to carry out its purposes including, without limitation, all powers granted by the Act. In furtherance, and not in limitation, of the foregoing, the Company shall have the power to engage in the following activities:

(a) to enter into and perform its obligations under any ground lease, residential or commercial lease, loan, mortgage, and/or security, other agreements contemplated by any of the foregoing and contracts, instruments and agreements incidental to the operation of the Property;

(b) to enter into and perform its obligations under such contracts, agreements, instruments, guarantees of wholly-owned subsidiaries and other arrangements as the Board may deem necessary or appropriate in connection with the management and operation of the Company including, without limitation, contracts, agreements and arrangements with vendors, consultants, advisers, accountants, attorneys and other service providers;

(c) to enter into any contract, agreement or arrangement with any member, Manager, principal or guarantor of the obligations of the Company, or any Affiliate of any of the foregoing, provided that the terms and conditions of any such contract, agreement and/or arrangement shall be

commercially reasonable, shall reflect competitive market rate pricing and shall otherwise be substantially similar to those that would be available on an arm's length basis with an unaffiliated third party;

(d) to admit members and to accept capital contributions from time to time from the Members;

(e) to distribute to the Members all available cash to the extent that such distributions of available cash are not prohibited by applicable law and are otherwise in accordance with the terms and provisions of this Agreement;

(f) to pay (or to reimburse one or more Affiliates for) (i) the organizational, start-up and routine transactional and maintenance expenses of the Company, including the creation, assumption or incurrence of obligations to pay service providers to the Company and other ordinary course expenses of maintaining its existence and carrying out its various purposes under this Agreement and (ii) the fees, costs and expenses incurred in connection with the issuance and sale of Units to New Members; and

(g) to engage in any other lawful activities which are necessary to accomplish the foregoing or are incidental thereto or necessary in connection therewith.

2.7 Continuation. Subject to the provisions of Article IX, the Company shall have perpetual existence.

2.8 Fiscal Year. The fiscal year (the "Fiscal Year") of the Company for financial statement and accounting purposes shall end on the 31st day of December in each year.

ARTICLE III **MEMBERS**

3.1 Members. No Person may become a Member or an Economic Interest Owner unless he, she or it is admitted in accordance with this Agreement, and also qualifies as a party allowed to hold an interest in all licenses and registrations held by the Company, including to the extent applicable: (a) a Registered Marijuana Dispensary Certificate of Registration issued pursuant to the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012, or Mass. General Laws Ch. 94I and their implementing regulations 935 CMR 501.000, *et seq.*, as applicable; and (b) any Final License(s) for a Marijuana Establishment pursuant to Ch. 55 of the Acts of 2017, Mass. General Laws Ch. 94G and its implementing regulations 935 CMR 500.000, *et seq.*, and 935 CMR 502.000, *et seq.*, each as applicable to the Company's business.

3.2 Roster. The Company shall maintain a roster of the Members and the number and Class of Units and amounts or other property contributed to the initial capital of the Company (the "Capital Contribution"), as well as all additional Capital Contributions, of each.

3.3 Actions Requiring the Consent of Members. Except as provided herein, no Member shall, or shall have any right to, participate in the management of the Company merely by virtue of such Member's status as a Member. All authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and

to perform any and all other acts or activities customary or incident to the management of the Company's business is, and shall be vested in the Board except as otherwise set forth herein.

3.4 Meetings of Members. At any time and from time to time, the Board may, but shall not have any obligation to, call meetings of the Members, unless requested by Members holding not less than 20% of the Units, in which event the Board shall call a meeting within 10 days of its receipt of such request. Written notice of any such meeting shall be given to all Members not less than five (5) days and not more than sixty (60) days prior to the date of such meeting. A Majority of the Members shall constitute quorum for all purposes at any such meeting. Each meeting shall be conducted by the Board or a designee of the Board. Each Member may authorize any other Person (regardless of whether such Person is a Member) to act on its behalf with respect to all matters on which such Member is entitled to consent or otherwise participate. Any proxy must be signed by the Member giving such proxy or by such Member's attorney-in-fact.

3.5 Liability of the Members.

(a) No Liability for Company Obligations. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall have any obligation with respect to for any such debt, obligation or liability of the Company solely by reason of being the Member.

(b) Limitation on Liability. Except as otherwise expressly required by law, no Member shall have any liability in excess of: (i) the amount of its capital contribution to the Company, (ii) its share of any assets and undistributed profits of the Company, and (iii) the amount of any distributions wrongfully distributed to it.

3.6 Compliance with Securities Laws and Other Laws and Obligations. Each Member hereby represents and warrants to the Company and to each other Member and acknowledges that (a) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto, (b) it is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that it has no right to withdraw and have its Units of Membership Interest repurchased by the Company, (c) it is acquiring its Units of Membership Interest in the Company for investment only and not with a view to, or for resale in connection therewith, any distribution to the public or public offering thereof and (d) it understands that the Units of Membership Interests have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the provisions of this Agreement have been complied with.

3.7 Power to Bind the Company. No Member, in its capacity as a Member, shall take part in the management or control of the business of the Company, transact any business in the name of the Company, have the power or authority to bind the Company or to sign any agreement or document in the name of the Company, or have any power or authority with respect to the Company except (i) as expressly provided in this Agreement, (ii) as directed by the Board or (iii) as provided in the Certificate of Formation, as the same may be amended from time to time.

3.8 Admission of Members. New members shall be admitted to the Company only with the prior written consent of the Board and a Majority of Members.

ARTICLE IV
MANAGEMENT OF THE COMPANY

4.1 Management by the Board. Except as provided in Section 4.8 below, or as otherwise provided to the Members pursuant to this Agreement, the management of the Company is fully and solely vested in the Board, the powers of the Company shall be exercised by or under the authority sole of the Board, and the daily business and affairs of the Company shall be managed under the direction of, the Board. All services to be furnished by the Board may be delegated to and furnished by an officer or employee of the Board, an officer or employee of a Member of the Board, or any other Person or agent designated or retained by the Board. Decisions or actions taken by the Board in accordance with this Agreement shall constitute decisions or actions by the Company and shall be binding on the Company. In connection with the management of the business and affairs of the Company, without limiting the foregoing, the Board for and in the name of, and on behalf of Company, without any approval by or Consent of the Members, are hereby authorized:

(a) to execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the development, financing, management, maintenance, operation and disposition of any Company asset;

(b) to borrow money from the Members or third parties, to issue evidences of such indebtedness as is necessary, convenient or incidental to the accomplishment of the purposes of Company, and to secure the same by mortgage, pledge or other Lien on any Company asset;

(c) to prepay in whole or in part, renew, refinance, recast, consolidate, increase, modify or extend any debt of Company, and in connection therewith to execute and record any documents relating thereto;

(d) to enter into agreements to employ agents, attorneys, accountants, engineers, appraisers, or other consultants or contractors who may be Affiliates of, or otherwise affiliated with, any one or more of the Managers or Members, and to enter into agreements to employ any Member, Manager, or other Person to provide management or other goods and/or services to Company; provided, that any employment of such Member, Manager or Person is on terms not less favorable to Company than those offered by Persons who are not Affiliates of a Manager or Member for comparable good or services;

(e) to pay out of Company funds any and all fees and make any and all expenditures which the Board, in its sole discretion, deems necessary or appropriate in connection with the organization of Company, the management of the affairs of Company, and the carrying out of the Board's obligations and responsibilities under this Agreement and the Act;

(f) except as otherwise directed by the Partnership Representative, as herein defined, with respect to those matters within the powers of the Partnership Representative, to make and revoke any election permitted to Company by any taxing authority in such manner as the Board may decide, and to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of Company, unless the same are contested by the Partnership Representative, which the Partnership Representative is hereby expressly authorized to do; and

(g) except as otherwise provided herein, to engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of Company as may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts (including, without limitation, the Act) and in each jurisdiction where Company has qualified or is doing business (including, without limitation, their respective limited liability company acts or analogs thereof).

For the avoidance of doubt, the Company may enter into any contract, agreement or arrangement (whether for the provision of services or otherwise) with any Affiliate of the Company or of any member of the Board provided that the terms and conditions of any such contract, agreement or arrangement shall be commercially reasonable, shall reflect competitive market rate pricing and shall otherwise be substantially similar to those that would be available on an arm's length basis with an unaffiliated third party.

4.2 Board. The Company may have one, two or three persons serving as Managers from time to time. Initially, the Board shall mean the Managers initially signing below. Thereafter, and at any time, Managers shall be nominated and approved by a Majority of Members. A quorum shall consist of either (i) all Managers if there be 3 or less Managers, or (ii) the Managers who represent Members holding together at least 51% of the Units. When a quorum is present, the Board shall act by majority vote. Meetings of the Board shall be held at such places and times and with such frequency as is determined by it. Any Manager may call a meeting of the Board upon not less than 6 hours advance notice, which notice may be given by electronic communication. Any meeting may be held in person, or by telephonic or other electronic communication permitting all Managers to communicate simultaneously. Actions of the Board also may be taken by unanimous written consent. Accurate minutes of any meeting of the Board shall be maintained by the Manager selected at that Board meeting.

4.3 Removal or Replacement of the Board. Each Manager shall serve until such Manager: (A) dies, or resigns upon giving sixty (60) days written notice to the Members, or (B) is removed by the affirmative vote of the Members holding 60% of the Units of the Company, and until such Manager's successor shall have been appointed and qualified. Any replacement(s) to fill the vacancy of any such Manager shall be appointed as provided in Section 4.2.

4.4 No Exclusive Duty to Company. The Manager(s) shall not be paid any remuneration. The Manager(s) shall devote to the Company such time as it may deem necessary to manage the affairs of the Company. Each Manager and Member may engage or have an interest in other business ventures which are similar to or competitive with the business of the Company, including but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage or development of ventures competitive with ventures owned by the Company and the pursuit of such ventures shall not be deemed wrongful or improper or give the Company or the Members any rights with respect thereto. Neither the Board nor any Member shall be obligated to present an investment opportunity to the Company even if such investment opportunity is similar to or consistent with the business of the Company, and any such Person shall have a right to take for its own account or recommend to others any such investment opportunity.

4.5 Bank Accounts; Company Books. The Board may from time to time open bank accounts in the name of the Company. In accordance with Section 2.6 hereof, the Board shall maintain and

preserve, during the term of the Company, and for six (6) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.

4.6 Officers. The Board may appoint individuals as officers of the Company with such titles as the Board may select, including the titles of CEO, CFO, and COO, to act on behalf of the Company, with such power and authority as the Board may delegate to any such individual.

4.7 Fiduciary Duties. The fiduciary duties of the Members to the Company and of the Board and the officers to the Company and the Members are limited to the extent that each Member and Manager may fully exercise all rights specifically reserved to each, including but not limited to the rights to vote all matters and exercise all other rights given them herein in their own interests. For clarification, each Member and Manager shall otherwise have the obligation to fulfill his, her or its responsibilities as a Manager or Member of the Company in accordance with the covenants of good faith and fair dealing to minority equity holders.

4.8 Rights of the Members. Notwithstanding anything to the contrary herein contained, the Company shall not, and the Board shall not approve, any of the following actions without the advance written approval of a Majority of Members, which approval shall be subject to such Members' sole discretion. The term "Major Decision," as used in this Agreement, means any decision to:

(a) (i) Sell, transfer or enter into any transaction regarding any asset for a price in excess of \$25,000, or the sale or transfer of any license or any agreement with any governmental authority; or (ii) approving (a) any capital expenditure in excess of \$20,000, or (b) any series of capital expenditures made outside of the ordinary course of business and occurring within any thirty (30) day period;

(b) Halt or refrain from continuing any efforts by Company or any advisor to proceed with the aggressive pursuit of all needed licenses, permits and approvals to obtain final Licensure as a Retail Marijuana Establishment from the Massachusetts Cannabis Control Commission to operate at 123 Terrace Street, Mission Hill, MA 02120 (the "Premises");

(c) Commit or create any Company borrowing or indebtedness in excess of \$25,000 (excluding any third-party trade payables incurred in the ordinary course of business of the Company), and approval of any renewals, extensions, amendments, or modifications to any such indebtedness;

(d) Acquire on behalf of the Company any rights to real property in addition to the Premises;

(e) (i) File a petition for relief under the United States Bankruptcy Code, as amended, with respect to the Company, make an assignment for the benefit of creditors of the Company, apply for the appointment of a custodian, receiver or trustee for a the Company or any of its property, consent to any other bankruptcy or similar proceeding; consent to the filing of such proceeding with respect to the Company, or admit in writing the Company inability to pay its debts

generally as they become due; (ii) execute or deliver any assignment for the benefit of creditors of the Company;

(f) Settle any litigation requiring the payment by the Company of more than Twenty-five Thousand Dollars (\$25,000) or requiring pleading guilty to a crime;

(g) Enter into any new business or venture;

(h) Amend this Section 4.8;

(i) Any alteration or change of the rights, preferences, and privileges provided to Class B Members under the terms of this Agreement;

(j) Admitting any new Members or the issuance of any Units or other equity securities after the date of the last signature attached hereto, including the issuance of any incentive stock, stock options, profits interests or the like;

(k) Making an election to change the Company's entity classification for federal income tax purposes;

(l) The effectuation of any material change in purpose or powers of the Company as set forth in Section 2 hereof, or otherwise in the nature, conduct or operations of the Company's business, or conducting any activity that is not consistent with the purposes of the Company as set forth in Section 2 hereof;

(m) The (i) effectuation of any merger or consolidation of the Company with or into another corporation or other entity; (ii) the Transfer of 50% or more of the Units in the Company; (iii) the sale, lease or transfer of all or substantially all of the assets of the Company; (iv) the acquisition of all or substantially all of the assets of another entity by the Company or its Affiliates;

(n) The repurchase or redemption of any Units; and / or

(o) Take any action, authorize or approve, or enter into any binding agreement with respect to or otherwise commit to do any of the foregoing.

4.9 Notwithstanding anything to the contrary herein contained, the Company shall not approve, and the Board shall not approve, any of the following actions without the advance written approval of the Members holding 95% of the Units of the Company:

(a) to enter into any contract, agreement or arrangement with any member, Manager, principal or guarantor of the obligations of the Company, Green Biz LLC, or any Affiliate of any of the foregoing.

(b) to determine a salary for management position that will be held by a person or entity who holds interests in the Company either directly or indirectly.

ARTICLE V
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNT;
PROFITS, LOSSES AND DISTRIBUTIONS

5.1 Capital Contributions; Capital Account.

(a) Initial Capital Contributions. Initially, the Board is authorized to issue 4,270 Class A Units and 4,900 Class B Units. The Board and all Members have approved a 100 for 1 Unit split. The issued and outstanding Units now consist of 427,000 Class A Units and 490,000 Class B Units. The ownership and Initial Capital Contributions of each Member shall be as set forth on Exhibit A. The Members and the Board agree that all expenses incurred by the Company in its pursuit of, and through receipt of, a so called "Commence Operations Letter" from the Massachusetts Cannabis Control Commission (the "CCC") for the proposed Marijuana Retailer (as that term is defined in 935 CMR 500.000) to be located on the Premises (the "Facility"), including but not limited to any and all hard and soft costs of the development and permitting of the Facility and rent for the Premises, shall be contributed by West to East LLC either as a capital contribution, or as a zero interest unsecured loan, so long as there are no disagreements between West to East LLC and other Members about Company's business operations. If West to East LLC elects to loan any of such funds set forth in Section 5.1(a) and (b), at West to East LLC's election, the Note evidencing the same may provide that (a) the Note must be fully discharged in the first priority prior to the distribution of any amounts to Members or payoff of other loans other than distributions required by Section 5.5(d) [Tax Distributions]; and (b) if such first priority appears to be impaired, the Members and Board approve that West to East may secure such loan by filing a financing statement or by other means under applicable law. If West to East elects to do so, the Members and Board approve that the Company shall fully cooperate in good faith with West to East LLC's effort when it perfect its security interest.

(b) Additional Capital Contributions. The Board may, from time to time, with approval of a Majority of both the Class A Members and the Class B Members, each voting separately as a Class, cause the Company to raise additional capital. In connection with any such capital-raising, the Company shall not issue or sell additional Class A or Class B Units, or any additional Classes of Units in the Company. The Members and the Board agree that all expenses incurred by the Company in its pursuit of, and through receipt of, a so called "Commence Operations Letter" from the CCC for the proposed Marijuana Retailer (as that term is defined in 935 CMR 500.000) to be located on the Premises, including but not limited to any and all hard and soft costs of the development and permitting of the Facility and rent for the Premises, shall be contributed by West to East LLC either as a capital contribution, or as a zero interest unsecured loan, so long as there are no disagreements between West to East LLC and other Members about Company's business operations.

(c) Capital Accounts. A Capital Account shall be maintained on the books and records of the Company for each Member (each, a "Capital Account") in accordance with the provisions of this Section 5.1:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and the amount of any Company liabilities assumed by such Member or that are secured by any Company Property distributed to such Member.

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, and the

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

(iii) In the event that all or a portion of any interest in the Company is Transferred in accordance with this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred interest.

The foregoing provisions, and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. In the event that the Board shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members) are computed in order to comply with such Regulations, the Board may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 9.3 hereof upon the dissolution and liquidation of the Company. The Board shall also (i) make any adjustments necessary or appropriate to maintain equality between the aggregate Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(q) and make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

(d) Loans. No Member shall have any obligation to loan funds to the Company; provided, however, the Company may borrow funds or enter into other similar financial accommodations approved by the Board or with any Member or any Affiliate of any Member. Loans to the Company by any Member shall not be considered Capital Contributions.

5.2 Calculation of Profits and Losses. For financial accounting purposes, the Profits and Losses of the Company shall be determined on an annual basis in accordance with this Agreement.

5.3 Allocation of Profits, Losses, Credits and Other Items.

(a) Profits and Losses. Profits and Losses (and each item thereof) shall be allocated among the Members in such manner and amount as shall accurately reflect (a) such Member's obligation, if any, to make future contributions to the Company, (b) such Member's right to receive distributions from the Company, and (c) such Member's economic risk of loss with respect to any liability of the Company. It is the intention of the Members that the allocations pursuant to this Section 5.3(a) be made in such manner as will have substantial economic effect or otherwise be in accordance with the Members' interest in the Company in accordance with Treasury Regulations Section 1.704-1(b) and 1.704-2. Without limiting the foregoing, it is anticipated that all allocations of Profits and Losses (and items thereof) among the Members will be allocated to the Members, in accordance with the provisions of such Regulations regarding "partner nonrecourse deductions," "nonrecourse deductions," limitations imposed on the deficit balance in a Member's capital account and "qualified income offset," "partnership minimum gain," and "partner nonrecourse debt minimum gain," as such terms are defined in Regulations Sections 1.704-2(i)(1), 1.704-2(b)(1), 1.704-1(b)(2)(ii)(d), 1.704-2(b)(2) and 1.704-2(i)(2), respectively, are incorporated herein by reference, and shall apply to the Members (and any Transferees) in such Member's capacity as a member of the Company for federal income purposes. Losses allocated to a Member pursuant to this Section

5.3(a) shall not exceed the maximum amount of Losses that can be allocated to such Member without causing such Member to have a negative Adjusted Capital Account Balance at the end of any Fiscal Year or other allocation period in which any other Member does not have a negative Adjusted Capital Account Balance.

(b) Tax Allocations.

(i) Subject to Section 5.3(b)(ii) and 5.3(b)(iii), each item of income, gain, loss, or deduction for federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Profits or Losses or is specially allocated pursuant to Section 5.3(a) shall be allocated among the Members in the same proportion as the corresponding item is allocated among them pursuant to Section 5.3(a).

(ii) In the event any property of the Company is credited to the Capital Account of a Member at a value other than its tax basis, then allocations of taxable income, gain, loss and deductions with respect to such property shall be made in a manner which will comply with Code Section 704(c). In connection with the admission of a subsequent Member as of the date hereof, the Capital Accounts of the Members shall be adjusted to reflect the current Gross Asset Values of the Company's assets, as described in subsection (ii)(A) of the definition of Gross Asset Value.

(iii) The tax allocations made pursuant to this Section 5.3(b) shall be solely for tax purposes and shall not affect any Member's Capital Account or share of non-tax allocations or distributions under this Agreement.

(c) Former Members. Any allocations described above in this Section 5.3 also shall be made by the Company to any former Member to the extent applicable, as reasonably determined by the Board.

(d) Code Section 754 Election. The allocation to a Member of items of taxable income, gain, loss, and deduction of the Company also shall be adjusted to reflect any election under Code Section 754.

5.4 Non-Federal Taxes.

(a) Elections. The Company may make any tax elections allowed under the tax laws of any state or other local jurisdiction having taxing jurisdiction over the Company ("Taxing Jurisdiction").

(b) Taxes of Taxing Jurisdictions. As determined by the Board, to the extent that the laws of any Taxing Jurisdiction require, each Member requested to do so will submit to the Taxing Jurisdiction an agreement indicating that the Member will timely file all returns and make all income tax payments to the Taxing Jurisdiction or that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest and penalties assessed on such income or such other agreement as the Taxing Jurisdiction provides. If the Member fails to provide such agreement, to file such returns, or to make

such tax payments, the Company may, and if required by the Taxing Jurisdiction shall, withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined as due under the laws of the Taxing Jurisdiction. Any such payments with respect to a Member shall be treated as an advance of a distribution to such Member, provided that if the Member was not entitled to such a distribution, without notice or demand the Member shall pay to the Company the amount the Company paid to the Taxing Jurisdiction. The Company may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax, interest and penalties so paid and such amounts shall be also treated as such an advance distribution and be subject to repayment.

5.5 Distributions.

(a) Generally. Distributions of net income from operations (the "Operating Proceeds") hereunder shall be made to the Members in accordance with Section 5.5(b) hereof at such time and in such amounts as may be determined by the Board. Distributions may be made in cash or in other property, as reasonably determined by the Board. Distributions other than in cash shall be valued as reasonably determined by the Board.

(b) Priorities. all distributions hereunder shall be made in the following order:

(i) First, tax distributions to Members set forth in Section 5.5(d);

(ii) Second, payoff of Company's Loans as well as fulfillment of such Loan obligations set forth in each respective loan agreement;

(iii) Third, to each Member whose Capital Account contains credits, in proportion to their Percentage Interests, until total distributions by the Company to each Member equals each such Member's Capital Contribution, provided that any amount of such distribution to the Member shall be debited from such Member's Capital Account;

(iv) Thereafter, to each Member in proportion to their Percentage Interests.

(c) Distributions of Capital Event Proceeds. Distributions of Capital Event Proceeds shall be made to the Members in accordance with Section 5.5(b) at such times and in such amounts as the Board may approve. Capital Event Proceeds shall be distributed in cash or in other property as reasonably determined by the Board. Distributions other than in cash shall be valued as reasonably determined by the Board.

(d) Tax Distributions to Members. Notwithstanding the other provisions of this Agreement, to the extent funds are available, the Board shall make distributions to the Members from time to time with respect to any taxable year in an amount to pay when due any federal, state and local income taxes imposed on such Members, calculated using the Assumed Tax Rate, that is attributable to the cumulative taxable income allocated to the Members under this Agreement. Tax distributions pursuant to this Section 5.5(d) shall not be made with respect to the year in which the Company liquidates. Tax distributions made hereunder shall be treated as an advance on other distributions to which a Member is entitled in respect of such Member's Units, and shall therefore

reduce the amount of other distributions payable to that Member under this Agreement in respect thereof.

(e) Prohibited Distributions. Notwithstanding anything to the contrary contained herein, the Company shall not make any distribution to the Member if such distribution would violate the Act or other applicable law.

5.6 Withholding Taxes. The Company is authorized to withhold from distributions to the Members, and to pay over to a federal, state or local government, any amounts required to be withheld pursuant to the Internal Revenue Code of 1986, as amended, or any other provisions of any other federal, state, local or foreign law. Any amounts so withheld shall be treated as having been distributed to the Members pursuant to Section 5.3 for all purposes of this Agreement.

5.7 Condition to Distributions. At any time or from time to time, and prior to making any distributions, the Board may request from any Member or other Person receiving a distribution an affidavit or other evidence that such Person is not a "foreign person" within the meaning of Code Section 1445 or Code Section 1446. If such Person does not provide such affidavit or other evidence in form and content reasonably satisfactory to the Members within 30 days after such request, the Board may withhold and pay over to the IRS such portion of such Person's distribution as may be necessary to comply with Code Section 1445 or Code Section 1446, and any amount so withheld and paid over shall be treated as a distribution to such Person at the time it is paid over to the IRS.

5.8 Creditor Status. No Member shall have the status of, or be entitled to any remedies available to, a creditor of the Company with respect to any distribution to which such Member may become entitled.

ARTICLE VI **OFFICERS**

6.1 Officers. The Board may appoint individuals as officers of the Company with such titles as the Board may select, including the titles of President, Chief Executive Officer, Vice President, Treasurer and Secretary, to act on behalf of the Company, with such power and authority as the Board may delegate to any such individual.

6.2 Removal or Replacement of an Officer. Each officer shall serve until such officer: (A) dies, or resigns upon giving thirty (30) days written notice to the Board, or (B) is removed by the affirmative vote of the Board and Members holding 2/3 or more of the outstanding Units.

ARTICLE VII **TRANSFERABILITY**

7.1 Transfers Generally.

(a) No Member shall have the right to Transfer all or any of its Units except in accordance with this Article VII. Further, no Class A Member that is an entity (a "Entity Member") shall permit any transfer of any equity or debt interests in that Entity Member, or creation of any new equity or debt interests in that Entity Member, without full compliance with all of this Article

VII as though such interests in the Entity Member were Class A Member Units in the Company subject to the Sections 7.2 - 7.6, below.

(b) In the event that Sections 7.2 - 7.6, below are satisfied, regarding either the sale of a Member's Units to a third party purchaser or the gift of an interest in the Company, as a condition to recognizing the effectiveness and binding nature of any such sale or gift as against the Company or otherwise, and substitution of a new Member, the Board may require the Transferring Member and the proposed Transferee to execute, acknowledge and deliver to the Board such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Board may deem necessary or desirable to:

- (i) constitute such Transferee as a Member;
- (ii) assure that the Transferee qualifies as a Member under Section 3.1;
- (iii) confirm that the Transferee has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member);
- (iv) preserve the Company after the completion of such Transfer or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;
- (v) maintain the status of the Company as a partnership for federal tax purposes;
and
- (vi) assure compliance with all applicable state and federal laws including securities laws and regulations.

(c) Any Transfer of a Unit or admission of a Member or an Economic Interest Owner, in compliance with this Article VII shall be deemed effective as of the last day of the calendar month in which the Board consent thereto was given unless and except to the extent that any governmental or regulatory approval(s) are needed as a precondition to such transfer, in which event such transfer shall take place as of the last day of the calendar month in which the regulatory approval(s) are granted.

(d) The Transferring Member shall pay all costs, fees and expenses of the Company in preparing the documents, conducting the investigations and seeking all governmental or regulatory approval(s) it reasonably deems necessary to approve and effectuate such Transfer, whether or not the Transfer is approved or occurs. Transferring Member further hereby indemnifies the Company, the Board and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits and reasonable accounting and legal expense) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article VII.

7.2 Transferee Not Member in Absence of Consent of Board.

(a) Notwithstanding anything contained herein to the contrary, if the Board does not approve the proposed Transfer of any Unit to a Transferee which is not a Member immediately prior to such Transfer, then the proposed Transferee shall have no right to become a Member or otherwise to participate in the management of the business and affairs of the Company. No Transfer of a Member's Interest in the Company (including any transfer of the Economic Interest or any other Transfer which has not been approved by the Board) shall be effective unless and until written notice (including the name and address of the proposed Transferee and the date of such transfer) has been provided to the Company and the non-transferring Members.

(b) Upon and contemporaneously with any Transfer of a Transferring Member's Economic Interest in the Company which does not at the same time Transfer the balance of the rights associated with the Economic Interest transferred by such Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Transferring Member, and the Transferring Member shall sell to the Company for a purchase price of \$100.00, all remaining rights and interests retained by the Transferring Member which immediately prior to such sale or gift were associated with the transferred Economic Interest.

7.3 Right of First Refusal Upon Sale of Units.

(a) In the event that any one or more Members holding less than a majority of any Class of Units (each, a "Selling Party") shall at any time desire to sell some or all of his Units to any Person who is qualified to be a Member under section 3.1, then, in addition to other requirements and limitations set forth in this Agreement, such Selling Party shall first receive a bona fide written offer (the "Offer") from an offeror (the "Offeror") to purchase such Units. The Selling Party shall then give written notice (the "Offer Notice") to the other Members of his intention to so sell. The Offer Notice shall:

(i) include a copy of the Offer and the Offeror's certification that he or she satisfies and will comply with each and every condition imposed by Section 7.1;

(ii) state the intention to Transfer the Units and the amount to be transferred (the "Offered Units");

(iii) state the name, business, and address of the Offeror; and

(iv) state the amount of the consideration and the other terms of the Offer.

(b) The non-Selling Members shall have an option to Purchase ("Purchase Option") Offered Units all, or any portion, of the Offered Units on the same terms and conditions as set forth in the Offer Notice.

(c) The Purchase Option granted in this Section must be exercised by non-Selling Members wishing to do so (the "Purchasers"), by notice given by each during the period ending fifteen (15) Business Days after the receipt by all the Members of the Offer Notice, stating the number of Units the Purchaser wishes to purchase (the "Purchase Notice"). If the Purchasers desire to purchase more Units than are Offered Units, then the Purchasers shall be allocated such Units on a pro rata basis relative to the number of Units sought. The Closing Date for all such Purchases

shall be sixty (60) days after the date of the Offer Notice. If a Purchase Notice is not timely given, or if timely given, the Purchaser does not timely close the Purchase, it shall be deemed that the Purchase Option was rejected.

(d) If and to the extent that the non-Selling Members do not exercise their right to purchase all of the Offered Units in their entirety, then the Selling Party shall then have the right to transfer that portion of the Offered Units which the non-Selling Members have not elected to purchase in accordance with the Offer Notice within a period no sooner than thirty (30) days but no later than sixty (60) days next following the expiration of the Purchase Option. In the event the Selling Party has not transferred the Offered Units during such period in accordance with the Offer Notice or the Board does not approve the transferee then any transfer shall be null and void, and the Offered Units will continue to be subject to this Agreement.

(e) Notwithstanding anything to the contrary herein contained, including the foregoing paragraphs of this Section 7.3, Class A Member may only transfer or sell their Class A Units if such transfer of Units does not adversely impact the Company's status as an equity or economic empowerment business with the City of Boston or the CCC.

7.4 Right of First Refusal Upon Involuntary Withdrawal.

(a) In the event that any Member (a "Withdrawing Member") shall suffer an Event of Withdrawal, then in addition to the other requirements and limitations set forth in this Agreement, the legal representatives of the Withdrawing Member ("Representatives") shall give written notice within ninety (90) days of the occurrence of such event (the "Withdrawal Notice") to the other Members of the withdrawal of the Withdrawing Member.

(b) For a period of ninety (90) days after the receipt by the Members of the Withdrawal Notice, the Members shall have an option to purchase ("Option") all, but not less than all, of the Withdrawing Member's Units in the Company ("Abandoned Interest"), on the terms and conditions set forth below in subparagraphs (c) and (d).

(c) The Option granted in this Section to the Members must be exercised by notice within said ninety (90) day period. If and to the extent that the Members do not exercise their right to purchase the Abandoned Interest in its entirety, the Economic Interest represented by the Abandoned Interest and right to request admission as a substitute Member shall pass to the authorized legal representative(s) of the Withdrawing Member by operation of law, but subject, nevertheless, to the provisions of Section 7.1(b), (c) and (d) hereof.

(d) The purchase price for the Abandoned Interest ("Abandoned Interest Purchase Price") shall be the Fair Market Value of the Abandoned Interest as determined by an appraiser selected by the Board. The value of the Abandoned Interest shall be determined as of the date of the Event of Withdrawal, unless otherwise mutually agreed by the Company and the legal representatives of the Withdrawing Member. The cost of the appraisal shall be paid by the Company. The Abandoned Interest Purchase Price shall be paid in cash by wire transfer of immediately available funds or by certified or bank treasurer's check upon the transfer of the Abandoned Interest.

7.5 Permitted Transfers. Notwithstanding anything in the Agreement to the contrary, but subject to the requirements of Section 7.1, all transfers of Units or Economic Interests to a current Member, an Affiliate or to a Family Member can be undertaken without restriction. Notwithstanding anything in this Section 7.5 to the contrary, the Transferring Member shall maintain all voting rights attached to his Units during his lifetime in regard to any Transfer to an Affiliate or a Family Member and further provided that Members may only transfer their Units if such transfer of Units does not adversely impact the Company's status as an equity or economic empowerment business with the City of Boston or the CCC.

7.6 Tax Limitation. Notwithstanding anything to the contrary contained herein, no Transfer of, or Lien on, any interest in the Company shall be permitted if such Transfer or Lien would cause the Company to be treated as an association taxable as a corporation for U.S. federal income tax purposes, including pursuant to Section 7704 of the Internal Revenue Code of 1986, as amended.

7.7 Holder of Record. The Company shall be entitled to treat the record owner of Units as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as (i) a written assignment of such Units has been received and accepted by the Company in accordance with the terms and conditions set forth in this Agreement and (ii) the transferee has been admitted as a Member of the Company and has fulfilled the terms and conditions of Section 7.1(b) of this Agreement. In the absence of the substitution (as provided herein) of a Member for an assigning or transferring Member, any payment to a Member or any trustee in bankruptcy in accordance with the terms of this Agreement shall acquit the Company and any other Member of all liability to any other persons or entities who may be interested in such payment by reason of any purported assignment or transfer of such Member. In addition to and not in limitation of any other legal or equitable remedies which it may have, the Company and any of its Members may enforce its rights hereunder by actions for specific performance.

7.8 Tag Along Rights.

(a) Notwithstanding anything contained herein to the contrary in this Article VII, in the event that the holders of a majority of any Class of Units (the "Tag-Along Transferors") desire to transfer all of their Units of that Class (such Units, the "Tag-Along Units") to any one or more Persons in an "arms'-length" single transaction or series of related transactions, then the Tag-Along Transferors shall provide all other Members of any Class (the "Tag-Along Members") with written notice ("Transfer Notice") of their intention to transfer such Tag-Along Units, specifying in such Transfer Notice the identity of the proposed transferee, the number of Tag-Along Units to be transferred, the purchase price therefor (the "Purchase Price"), and the terms (the "Transfer Terms") of the proposed sale (the "Proposed Sale").

(b) Upon receipt of Transfer Notice, each Member that is not a Tag-Along Transferor, shall, for a period of twenty (20) days ("Tag-Along Exercise Period"), have the right and option ("Tag-Along Right") to sell to the proposed Transferee in the Proposed Sale at a price and on terms equivalent to the per Unit Purchase Price and the Transfer Terms, up to that number of Units owned by such Tag-Along Member as shall equal the product of (i) a fraction, (A) the numerator of which is the number of Tag-Along Units owned of record as of the date of the Tag-Along Notice by the Tag-Along Transferors, and (B) the denominator of which is the aggregate number of all Units of the same Class as such Tag-Along Units then issued and outstanding, multiplied by (ii) the number

of Units owned of record by such Tag-Along Member as of the date of the Tag-Along Notice; provided, however, that the Members may only exercise such right and transfer their Units if such transfer of Units does not adversely impact the Company's status as an equity or economic empowerment business with the City of Boston or the CCC. Such written notice shall state the aggregate number of Units that such Tag-Along Member proposes to include in such Transfer.

(c) If any Tag-Along Member exercises its rights pursuant to this Section 7.8, then Tag-Along Transferors will attempt to obtain from the proposed Transferee a commitment, for the benefit of each such Tag-Along Member, to purchase the number of Units that such Tag-Along Member proposes to include in such Transfer pursuant to this Section 7.8. To the extent Tag-Along Transferors cannot obtain such a commitment from such proposed Transferee for each of the Tag-Along Members, the Tag-Along Transferors and Tag-Along Members shall reduce the number of Units being sold by the Tag-Along Transferors and Tag-Along Members such that each Tag-Along Transferor and each Tag-Along Member sells a number of Units as is determined by multiplying (i) a fraction, the numerator of which is equal to the number of Units that such Tag-Along Transferor or such Tag-Along Member, as the case may be, would have sold if Tag-Along Transferors had obtained such commitments from such proposed Transferee, and the denominator of which is equal to the total number of Units that would have been sold by all of such Tag-Along Transferors and all of such Tag-Along Members if Tag-Along Transferors had obtained such commitments from such proposed Transferee, multiplied by (ii) the total number of Units that such proposed Transferee is in fact acquiring from all Tag-Along Transferors and all Tag-Along Members. Anything in this Section to the contrary notwithstanding, each reduction shall be determined based on the amount to be distributed to each of the Tag-Along Transferors and each of the Tag-Along Members as if the proceeds were to constitute Capital Event Proceeds (with any non-cash consideration valued at its fair market value) and were to be distributed pursuant to Section 5.5 at the time of such Transfer.

(d) The closing of the Transfer of the Units with respect to which rights have been exercised by a Tag-Along Member pursuant to this Section 7.8 is subject to, and will take place concurrently with, the closing of the Transfer of the Units by Tag-Along Transferors to the proposed Transferee. At such closing, each Tag-Along Member electing to Transfer Units shall deliver to the proposed Transferee, free and clear of all liens, the Units to be sold and shall receive in exchange therefor, the consideration to be paid by the proposed Transferee (but giving effect to the distribution priorities set forth in Section 5.5 as if such sale were a Capital Transaction) in respect of such Units as described in the Tag-Along Notice.

(e) If any Tag-Along Transfer is not closed within six (6) months from the date of the Transfer Notice, with the same proposed transferee and at the same or better Purchase Price and Transfer Terms than those set forth in the Transfer Notice, then prior to concluding any other proposed transfer of a majority of Units to any one or more Persons in a single transaction or series of related transactions, the Tag-Along Transferors shall be required to give all Members a new notice of their desire to transfer in accordance with the foregoing requirements and the foregoing procedures shall again be followed.

7.9 Drag Along Rights.

(a) Following the expiration of the Tag-Along Exercise Period, the Tag-Along Transferors shall have a period of fifteen (15) days to elect by written notice to require the Class A Members that did not exercise their Tag Along Right to participate in the proposed transaction (the

"Drag-Along Right") at a price and on terms equivalent to the per Unit Purchase Price and the Transfer Terms, provided that the liability of any Member for any breach of representations or covenants shall be joint but not several for any Member holding less than 20% of all Units outstanding.

(b) No Member participating in a Proposed Sale ("Drag-Along Seller") pursuant to the exercise of Drag Along Rights of the Tag-Along Transferors shall be required to make any representations and warranties other than those related to authority, ownership and the ability to convey title to such Units, including, but not limited to, representations and warranties that (i) the Drag-Along Seller holds all right, title and interest in and to the Units such Drag-Along Seller purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Drag-Along Seller in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Drag-Along Seller have been duly executed by the Drag-Along Seller and delivered to the acquirer and are enforceable (subject to customary limitations) against the Drag-Along Seller in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into by the Drag-Along Seller in connection with the transaction, nor the performance of the Drag-Along Seller's obligations thereunder, will cause a breach or violation of the terms of any agreement to which the Drag-Along Seller is a party, or any law or judgment, order or decree of any court or governmental agency that applies to the Drag-Along Seller;

(c) A Drag-Along Seller is not required to agree (unless such Drag-Along Seller is an officer or employee of the Company) to any restrictive covenant in connection with the Proposed Sale (including without limitation any covenant not to compete or covenant not to solicit customers, employees or suppliers of any party to the Proposed Sale);

(d) A Drag-Along Seller is not liable for the breach of any representation, warranty or covenant made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any member of any of identical representations, warranties and covenants provided by all Members);

(e) A Drag-Along Seller's liability shall be limited to such Drag-Along Seller's applicable share (determined based on the respective proceeds payable to each Drag-Along Seller in connection with such Proposed Sale, but that in no event exceeds the amount of consideration otherwise payable to such Drag-Along Seller in connection with the Proposed Sale), except with respect to claims related to fraud by such Drag-Along Seller, the liability for which need not be limited as to such Drag-Along Seller;

(f) Upon the consummation of the Proposed Sale (i) each holder of each class or series of the Units must receive the same form of consideration for their Units of such class or series as is received by other holders in respect of their Units of such same class or series of Units, and (ii) unless waived pursuant to the terms of this Agreement and as may be required by law, the aggregate consideration receivable by all holders of the Units shall be allocated among the holders of the Classes giving effect to the distribution priorities set forth in Section 5.5 as if such sale were a Capital Transaction).

(g) If any Proposed Sale is not closed within six (6) months from the date of the Transfer Notice, with the same proposed transferee and at the same or better Purchase Price and Transfer

Terms than those set forth in the Transfer Notice, then prior to concluding any other proposed transfer of a majority of Units to any one or more Persons in a single transaction or series of related transactions, the Tag-Along Transferors shall be required to give all Members a new notice of their desire to transfer in accordance with the foregoing requirements and the foregoing procedures shall again be followed.

7.10. Securities Issues. If the consideration to be paid in exchange for the Units pursuant to this Section 7 includes any securities and due receipt thereof by any Member would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended, the Company may cause to be paid to any such Member in lieu thereof, against surrender of the Units which would have otherwise been sold by such Member, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such Member would otherwise receive as of the date of the issuance of such securities in exchange for the Units; provided that if there is insufficient cash available for such Members, the Company shall make such other arrangements as are reasonably necessary to make such payments within one year of the Closing.

ARTICLE VIII

BOOKS, ACCOUNTING AND TAX TREATMENT

8.1 Corporate Records. The Board shall keep or cause to be kept at the address of the Company (or at such other place as the Board shall determine in its discretion) during the term of the Company true and complete copies of: (i) the Company's Certificate of Organization and all amendments thereto, (ii) the Company's current effective written Operating Agreement and all amendments thereto, and (iii) all other writings, if any, prepared pursuant to a requirement in this Operating Agreement or prepared according to requirements of the Act. Any holder of Units will be granted access to inspect and copy Company records described in this Article VIII during normal business hours and with reasonable advance notification at the requesting Member's expense.

8.2 Accounting Period. The Company's accounting period shall be the calendar year.

8.3 Books and Records; Accounting. The Board shall keep or cause to be kept at the address of the Company (or at such other place as the Board shall determine in its discretion) during the term of the Company true and complete accounts, books and records regarding the business and financial condition of the Company and copies of the Company's federal, state, and local income tax returns and financial statements for the six most recent years.

8.4 Financial Statements. The Company will send to all Members not more than 90 days after the end of each Fiscal Year a financial report prepared in accordance with accounting principles used to prepare the Company's federal income tax return and the information and statements needed by the Members to enable them to prepare their federal, state and local tax returns for such period. Tax returns and financial statements shall be prepared by an accountant selected by the Board.

8.5 Tax Treatment. The Members intend for the Company to be considered a partnership for Federal income tax purposes and agree that the Company will be governed by the provisions of

Subchapter K of the Code and the applicable Treasury Regulations promulgated thereunder. The Members are aware of the income tax consequences of the allocations made by Article V and hereby agree to be bound by the provisions of Article V in reporting their shares of Company Profit and Losses for income tax purposes. The Board will undertake any and all actions necessary under the Code and the Regulations to ensure that the Company will be classified as a partnership for Federal income tax purposes and will file or cause to be filed any elections that may be required (but only if required) under the Code and the Regulations in order to ensure that the Company will be classified as a partnership for Federal income tax purposes.

8.6 Tax Returns and Other Elections.

(a) Preparation and Filing. The Board shall cause the preparation and timely filing of all returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to each Member as soon as practical after the end of the Company's fiscal year but in any event not more than 90 days after the end of each Fiscal Year. The tax information provided to each Member shall include, without limitation, such Member's federal tax Schedule K-1.

(b) Tax Elections. Jack Carney is hereby authorized to make elections and prepare and file returns regarding any federal, state or local tax obligations of the Company, and to serve as the "Partnership Representative" of the Company for purposes of Section 6231(a)(7) of the Code, with power to manage and represent the Company in any administrative proceeding of the Internal Revenue Service in his sole discretion, provided that he shall make any tax election requested by Majority of Members if such election does not materially increase the tax obligations of any other Member.

ARTICLE IX **DISSOLUTION**

9.1 Duration and Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

- (a) the sale of all or substantially all of the assets of the Company;
- (b) the determination by the Board to dissolve the Company; and
- (c) the entry of a decree of judicial dissolution under Section 44 of the Act.

The Company shall not be dissolved or otherwise terminated by reason of any Member Bankruptcy, and the Company shall continue its existence as a limited liability company upon, during and following any Member Bankruptcy.

9.2 Winding Up. Subject to the provisions of the Act and, unless otherwise required by law, the Board shall have the right to wind up the Company's affairs in accordance with Section 45 of the Act (and shall promptly do so upon dissolution of the Company in accordance with Section 43 or 44

of the Act) and shall also have the right to act as or appoint a liquidating trustee in connection therewith.

9.3 Distribution of Assets. Upon the winding up of the Company, once the Company has made payment of, or adequate provisions for, the debts, expenses and obligations of the Company, the remaining assets of the Company shall be distributed to the Members in accordance with Section 5.5(b).

9.4 Cancellation of Certificate. Upon the completion of the winding up of the Company and the distribution of the Company's assets, the Company shall be terminated and the Board shall cause the Company to execute and file a Certificate of Cancellation in accordance with Section 14 of the Act.

9.5 Member Resignation. Except in the case of a Transfer of its Units to a new Member in accordance herewith, a Member may not resign from the Company or otherwise disassociate itself from the Company without the consent of the Board.

ARTICLE X

EXCULPATION AND INDEMNIFICATION

10.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or obligation or duty at law or in equity, none of (i) the Board, (ii) the Members or (iii) any of their respective officers, directors, stockholders, partners, members, employees, representatives or agents, or (iv) any director, officer, employee, or representative, or any agent of the Company or any of its affiliates (each individually, an "Indemnified Person" and collectively, the "Indemnified Persons") shall be liable to the Company or any other Person for any act or omission (in relation to the Company, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by an Indemnified Person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Indemnified Person by this Agreement, provided that such act or omission does not constitute fraud, willful misconduct, bad faith or gross negligence; provided, further, that for the purposes hereof, any conduct, act, or omission of an Indemnified Person, related to or arising from any activity or involvement with cannabis (marijuana) or the cannabis (marijuana) industry or otherwise resulting therefrom that may be a violation of federal law, shall not constitute fraud, willful misconduct, bad faith or gross negligence hereunder, solely by reason of being a violation of federal law, so long as such conduct, act, or omission could be reasonably believed to be in compliance with applicable state laws.

10.2 Indemnification. To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless each of the Indemnified Persons from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs (a "Claim"). An Indemnified Person shall not be entitled to indemnification under this Section 10.2 with respect to any claim, issue or matter in which it has engaged in fraud, willful misconduct, bad faith or gross negligence; provided, that for the purposes hereof, any conduct, act, or omission of an Indemnified Person, related to or

arising from any activity or involvement with cannabis (marijuana) or the cannabis (marijuana) industry or otherwise resulting therefrom that may be a violation of federal law, shall not constitute fraud, willful misconduct, bad faith or gross negligence hereunder, solely by reason of being a violation of federal law, so long as such conduct, act, or omission could be reasonably believed to be in compliance with applicable state laws. The Company shall advance to any Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any such Claim if the Indemnified Person agrees in writing before any such advancement that he will reimburse the Company for such fees, costs and expenses to the extent that it is determined that he was not entitled to indemnification under this Section 10.2.

10.3 Exclusions. The Company will not be liable to pay any Covered Loss or Covered Expense (an "Excluded Claim"):

(a) For which payment is actually made to or on behalf of the Indemnified Person under such Members' and Boards' liability insurance policy as may be maintained by the Company (except for any deductible under, or excess beyond the amount covered by, such insurance);

(b) For which the Indemnified Person is otherwise indemnified or reimbursed;

(c) With respect to a Proceeding in which a final judgment or other final adjudication determines that the Indemnified Person is liable to the Company for breach of fiduciary duty by such person; or

(d) If a final judgment or other final adjudication determines that such payment is unlawful.

10.4 Notice to Company; Insurance. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the Company under this Article X, notify the Company of the commencement thereof. If, at the time of the receipt of such notice, the Company has any Members' and Boards' liability insurance in effect, the Company will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Company will thereafter take all necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, any and all Covered Loss and Covered Expense payable as a result of such Proceeding in accordance with the terms of such policies.

10.5 Indemnification Procedures.

(a) Payments on account of the Company's indemnity against Covered Loss will be subject to the Company's first determining that the Covered Loss results from a claim which is not an Excluded Claim. Such a determination will be made by a majority vote of the Board not at the time parties to the Proceeding. The determination required by this Section 10.5(a) will be made within 60 days of the Indemnified Person's written request for payment of a Loss, and if it is determined that the Covered Loss is not an Excluded Claim payment will be made forthwith thereafter.

(b) Payment of an Indemnified Person's Covered Expenses in advance of the final disposition of any Proceeding will be made within 20 days of the Indemnified Person's written request therefor. From time to time prior to the payment of Covered Expenses the Company may, but is not required to, determine (in accordance with Section 10.5(a)) whether the Covered Expenses claimed may reasonably be expected, upon final disposition of the Proceeding, to constitute an Excluded Claim. If such a determination is pending, payment of the Indemnified Person's Covered Expenses may be delayed up to 60 days after the Indemnified Person's written request therefor, and if it is determined that the Covered Expenses are not an Excluded Claim, payment will be made forthwith thereafter.

10.6 Settlement. The Company will have no obligation to indemnify the Indemnified Person under this Article X for any amounts paid in settlement of any Proceeding effected without the Company's prior written consent. The Company will not unreasonably withhold or delay its consent to any proposed settlement. The Company may consent to a settlement subject to the requirement that a determination thereafter will be made as to whether the Proceeding involved an Excluded Claim or not.

10.7 Rights Not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under the Act, any agreement, vote of Members or of the disinterested Manager(s) or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such position or office, and shall continue after the Indemnified Person ceases to serve the Company in an official capacity.

10.8 Enforcement.

(a) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Section 10.5.

(b) In the event that any action is instituted by the Indemnified Person under this Article X to enforce or interpret any of the terms of this Article X, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

10.9 Successors and Assigns. This Article X will be (a) binding upon all successors and assigns of the Company (including any transferee of all or substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person. If the Company sells or otherwise transfers all or substantially all of its assets to a third party, the Company will, as a condition of such sale or other transfer, require such third party to assume and perform the obligations of the Company under this Article X.

10.10 Amendment. No amendment of this Article X will be effective as to an Indemnified Person without such Indemnified Person's written consent.

10.11 Acceptance by Indemnified Person. This Article X will apply, and the benefits hereof will be available, to each Member and Manager(s), of the Company who by accepting a respective position and serving on behalf of the Company will be deemed to have accepted the provisions of this Article X and to have agreed to abide by the terms contained herein.

ARTICLE XI **MISCELLANEOUS**

11.1 Power of Attorney. Each Member does hereby irrevocably constitute and appoint the Board and any Person which becomes an additional or substituted Manager, and any of the foregoing acting alone, in each case with full power of substitution, its true and lawful agent and attorney-in-fact, with full power and authority in its name, place, and stead, to make, execute, acknowledge, swear to, attest, seal, deliver, file, register, and record such documents and instruments as may be necessary, convenient, or advisable, in the sole discretion of any such attorney-in-fact, to carry out the provisions of this Agreement, including (a) such amendments to this Agreement and the Certificate as are necessary, convenient, or advisable as are described below or to admit to the Company any additional or substituted Member or an additional or substituted Manager in accordance with the terms and provisions of this Agreement, (b) such documents and instruments as are necessary to cancel the Certificate, (c) an amended Certificate reflecting the terms of this Agreement, (d) all certificates and other instruments deemed necessary, convenient, or advisable by the Board to permit the Company to become or to continue as a limited liability company wherein the Members have limited liability in the jurisdictions where the Company may be doing business, (e) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company, and (f) all other instruments which may be required or permitted by law to be filed on behalf of the Company. The foregoing power of attorney is coupled with an interest and shall be irrevocable and survive the death, dissolution, bankruptcy, or incapacity of any Member.

11.2 Title to Company Property. All Company Property shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property. The Company may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more trusts, corporations, individuals or other entities. Any property held by a nominee trust for the benefit of the Company shall, for purposes of this Agreement, be treated as if such property were directly owned by the Company.

11.3 Amendments of the Agreement. Amendments to this Agreement may be made from time to time upon the approval of the Board and a Majority of Members, except that no amendment may amend Section 4.8 or 5.5, eliminate any Member's or Class of Members rights to consent or approve any action of the Company, or reduce any Class of Units' share of the Company's Profits, Losses or distributions without the consent of the adversely affected Members. However, the Board may amend this Agreement without the approval of the Members to (i) reflect changes validly made in the ownership of Units or Economic Interests and the Capital Contributions of the Member, (ii) reflect a change in the name of the Company, (iii) make any change that is necessary to cure any ambiguity, to correct or supplement any provision of this Agreement that would be inconsistent with any other provision contained herein, in each case so long as such change does not adversely affect any Members in any material respect, and (iv) make a change that is necessary or desirable to satisfy any requirements, conditions, or guidelines in any opinion, directive, order, statute, ruling or regulation of any federal, state or local governmental entity so long as such change is made in a manner which minimizes any adverse effect on the Members. Notwithstanding anything to the

contrary herein contained, if all Members approve an amendment to this Agreement, such amendment shall be effective.

11.4 Successors, Counterparts. This Agreement (i) shall be a legal, valid and binding agreement of the Company and the Members enforceable against the Company and each Member in accordance with its terms and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

11.5 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that such Member has or may have to maintain any action for partition with respect to the property of the Company.

11.6 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principles of conflict of laws thereof. In particular, this Agreement shall be construed to the maximum extent possible to comply with all the terms and conditions of the Act. Each Member hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Boston, Massachusetts in connection with any matter or dispute relating to or arising under this Agreement or relating to the affairs of the Company. Further, each of the parties to this Agreement hereby waives any and all rights such party may have to a trial by jury in connection with any such matter or dispute.

11.7 Severability. If it shall be determined by a court of competent jurisdiction that any provisions or wording of this Agreement shall be invalid or unenforceable under the Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and, in the event such term or provisions cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable terms or provisions. If it shall be determined by a court of competent jurisdiction that any provision relating to the distributions and allocations of the Company or to any expenses payable by the Company is invalid or unenforceable, this Agreement shall be construed or interpreted so as (i) to make it enforceable or valid and (ii) to make the distributions and allocations as closely equivalent to those set forth in this Agreement as is permissible under applicable law.

11.8 Integration. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understanding pertaining thereto. No covenant shall affect or be deemed to interpret, change or restrict the express provisions hereof.

11.9 Filings. Following the execution and delivery of this Agreement, the Board shall promptly prepare or cause to be prepared any documents required to be filed and recorded under the Act and shall promptly cause each such document to be filed and recorded in accordance with the Act and, to the extent required by applicable law, to be filed and recorded or notice thereof to be published in the appropriate place in each jurisdiction in which the Company may hereafter establish a place of business. The Board shall also promptly cause to be filed, recorded and published such statements of fictitious business name and any other notices, certificates, statements or other

instruments required by any provision of any applicable law of the United States or any state or other jurisdiction which governs the conduct of its business from time to time.

11.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof.

11.11 Additional Documents. The Members agree to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

11.12 Notices. All notices, requests and other communications shall be in writing (including facsimile or similar writing) and shall be given to the Members (and any other Person designated by any Member) at its address or facsimile number set forth in his, her or its Subscription for the Units or such other address or facsimile number as such Member may hereafter specify for the purpose by notice. Each such notice, request or other communication shall be effective (a) if given by facsimile, when transmitted to the number specified pursuant to this Section 11.12 and the appropriate confirmation is received, (b) if given by mail, 72 hours after such communication is deposited in the mails with first-class postage prepaid, addressed as aforesaid, or (c) if given by any other means, when delivered at the address specified pursuant to this Section 11.12.

11.13 Waivers. The failure of any party to seek redress for violation of or to insist upon strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.14 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

11.15 Separate Counsel. Each Member has been represented by legal counsel chosen by such Member in connection with the negotiation, documentation, execution and delivery of this Agreement.

[Signatures are on the following pages]

IN WITNESS WHEREOF, the undersigned have duly executed this Operating Agreement of Raíces on the Hill LLC as of the date first above written.

Managers:



Jeffrey Sanchez
Representative of Parker Hill Ventures LLC

Jack Carney
Representative of West to East LLC

Class A Members

Parker Hill Ventures LLC



By: Jeffrey Sanchez
Its: Manager

West to East LLC

By: Jack Carney
Its: Manager

Alexandra Oliver-Davila

Class B Members

Parker Hill Ventures LLC



By: Jeffrey Sanchez
Its: Manager

West to East LLC

By: Jack Carney
Its: Manager

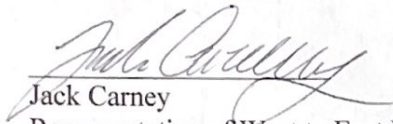
Mission Hill Investors LLC

By: Daniel Glissman
Its: Manager

IN WITNESS WHEREOF, the undersigned have duly executed this Operating Agreement of Raíces on the Hill LLC as of the date first above written.

Managers:

Jeffrey Sanchez
Representative of Parker Hill Ventures LLC



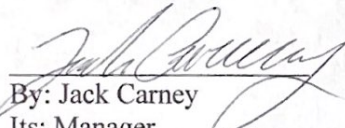
Jack Carney
Representative of West to East LLC

Class A Members

Parker Hill Ventures LLC

By: Jeffrey Sanchez
Its: Manager

West to East LLC



By: Jack Carney
Its: Manager

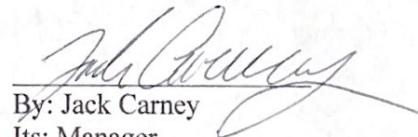
Alexandra Oliver-Davila

Class B Members

Parker Hill Ventures LLC

By: Jeffrey Sanchez
Its: Manager

West to East LLC



By: Jack Carney
Its: Manager

Mission Hill Investors LLC

By: Daniel Glissman
Its: Manager

IN WITNESS WHEREOF, the undersigned have duly executed this Operating Agreement of Raíces on the Hill LLC as of the date first above written.

Managers:

Jeffrey Sanchez
Representative of Parker Hill Ventures LLC

Jack Carney
Representative of West to East LLC

Class A Members

Parker Hill Ventures LLC

By: Jeffrey Sanchez
Its: Manager

West to East LLC

By: Jack Carney
Its: Manager

Alexandra Oliver-Davila

Class B Members


Parker Hill Ventures LLC

By: Jeffrey Sanchez
Its: Manager

West to East LLC

By: Jack Carney
Its: Manager

Mission Hill Investors LLC



By: Daniel Glissman
Its: Manager

IN WITNESS WHEREOF, the undersigned have duly executed this Operating Agreement of Raices on the Hill LLC as of the date first above written.

Managers:

Jeffrey Sanchez
Representative of Parker Hill Ventures LLC

Jack Carney
Representative of West to East LLC

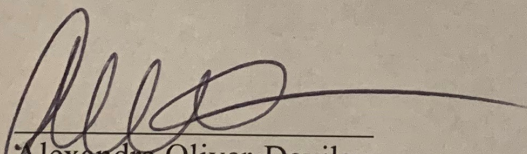
Class A Members

Parker Hill Ventures LLC

By: Jeffrey Sanchez
Its: Manager

West to East LLC

By: Jack Carney
Its: Manager



Alexandra Oliver-Davila

Class B Members

Parker Hill Ventures LLC

By: Jeffrey Sanchez
Its: Manager

West to East LLC

By: Jack Carney
Its: Manager

Mission Hill Investors LLC

By: Daniel Glissman
Its: Manager

RAICES ON THE HILL LLC

EXHIBIT A

Cap Table

Members Name and Address	Class A Units	Class B Units	Total	Current Capital Contribution	Percentage Ownership
Parker Hill Ventures LLC.	73,835	40,800	114,635	\$25,00.00	12.5%
Alexandra Oliver-Davila	36,680		36,680	\$0.00	4.0%
Mission Hill Investors LLC		77,945	77,945	\$47,705.00	8.5%
West to East LLC	316,485	371,255	687,740	\$227,295.00	75.0%
TOTAL	427,000	490,000	917,000	\$0.00	100.0%



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001381424The date of filing of the original certificate of organization: 4/30/20191.a. Exact name of the limited liability company: RAÍCES ON THE HILL LLC1.b. The exact name of the limited liability company as amended, is: RAÍCES ON THE HILL LLC

2a. Location of its principal office:

No. and Street: 123 TERRACE STREETCity or Town: BOSTON State: MA Zip: 02120 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JANE T. ENGLANDNo. and Street: PRINCE LOBEL TYE LLP
ONE INTERNATIONAL PLACE, SUITE 3700City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JACK CARNEY	34 BRIDGE ST NORTHAMPTON, MA 01060 USA
MANAGER	JEFF SANCHEZ	41 MALCOLM ROAD JAMAICA PLAIN, MA 02130 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	HAI QING HUANG	34 BRIDGE ST NORTHAMPTON, MA 01060 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	HAI QING HUANG	34 BRIDGE ST NORTHAMPTON, MA 01060 USA
REAL PROPERTY	JACK CARNEY	34 BRIDGE ST NORTHAMPTON, MA 01060 USA

9. Additional matters:

10. State the amendments to the certificate:

UPDATED MANAGERS, UPDATED PERSONS WHO MAY EXECUTE DOCUMENTS, UPDATED PERSONS AUTHORIZED TO EXECUTE, ACKNOWLEDGE, DELIVER, OR RECORD ANY RECORDABLE INSTRUMENT PURPORTING TO AFFECT AND INTEREST IN REAL PROPERTY.

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

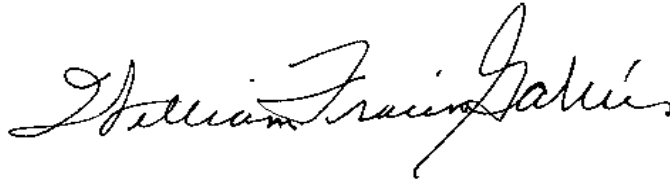
8/9/2022

**SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of August, 2022,
JACK CARNEY , Signature of Authorized Signatory.**

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:

August 08, 2022 01:20 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



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



RAICES ON THE HILL LLC
123 TERRACE ST
ROXBURY CROSSING MA 02120-3441

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: 92wjfw



William Francis Galvin
Secretary of the
Commonwealth

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

February 3, 2023

TO WHOM IT MAY CONCERN:

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

RAICES ON THE HILL LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 30, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **JACK CARNEY, JEFF SANCHEZ**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JACK CARNEY, JEFF SANCHEZ, HAI QING HUANG**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **HAI QING HUANG, JACK CARNEY**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:HN

May 15, 2023

VIA E-Mail and Electronic Submission

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

Re: Response to Additional Information Request for Raices on the Hill LLC

To Whom It May Concern:

This firm represents Raices on the Hill LLC (the “**Applicant**”) in connection with the licensing and permitting of its proposed Marijuana Retailer (MRN284380) to be located in Boston, Massachusetts. Please accept this letter as additional information provided pursuant to the request for more information letter (the “**Letter**”) from the Massachusetts Cannabis Control Commission (the “**Commission**”) dated and provided to our client on April 26, 2023.

Please note that we have outlined each of the Commission’s additional information requests (in bold below) and provided the Applicant’s proposed response and additional information where necessary.

Application of Intent:

1. **Persons with Direct or Indirect Authority Note: Please note, the following individuals were found in the application documentation. Please disclose if these individuals should be considered Person(s) Having Direct or Indirect Control (“PDIC”). If not, please submit an attestation stating that they are not a PDIC with information about their position and the business decisions and/or any equity stake they possess or are able to perform.**
 - a. **Alexandra Oliver-Davila*- Community Host Meeting Documentation, Company Bylaws, Business Plan**
 - b. **Rafael Ruiz- Community Host Meeting Documentation, Business Plan**
 - c. **Robert Hoffman- Amended Lease**

***Alexandra Oliver-Davila was removed from the list of PDICs as of the 02/11/2023 resubmission but is still listed on documentation in the application.**

Applicant Response: The Applicant respectfully submits that Mrs. Oliver Davila, Mr. Ruiz and Mr. Hoffman do not qualify as a Person Having Direct or Indirect Control, as defined by the Commission. The Applicant has submitted an attestation stating the same and describing their position and the business decisions and/or any equity stake they possess or are able to perform.

2. **Entity Having Direct or Indirect Control Note: Please note, Exhibit A in the bylaws lists capital contributions made by Parker Hill Ventures LLC (\$25,000), Mission Hill Investors LLC (\$47,705), and West to East LLC (\$227,295). Additionally, Green Biz LLC is listed as a capital contributor. Please disclose whether these entities would be considered Entities with Direct or Indirect Control (“EDIC”) by either listing**

Prince Lobel Tye LLP
One International Place
Suite 3700
Boston, MA 02110
TEL: 617 456 8000
FAX: 617 456 8100

them in this section of the application or submitting an attestation detailing their role in relationship to the company. If not, please submit an attestation stating that they are not an EDIC with information about the business decisions and/or any equity stake they possess or are able to perform.

Applicant Response: The Applicant respectfully submits that Mission Hill Investors and Green Biz LLC are not Entities with Direct or Indirect Control, as defined by the Commission. The Applicant has submitted an attestation stating the same and describing their position and the business decisions and/or any equity stake they possess or are able to perform.

- 3. Capital Resources-Entities Note: Please note, Exhibit A in the bylaws lists capital contributions made by Parker Hill Ventures LLC (\$25,000), Mission Hill Investors LLC (\$47,705), and West to East LLC (\$227,295). Please add all three entities in the Entity Capital Contributions section of the application with proper supporting documentation and disclose whether or not these entities would be considered Entities with Direct or Indirect Control ("EDIC") by either listing them in the appropriate section of the application or submitting an attestation detailing their role in relationship to the company. If not, please submit an attestation stating that they are not an EDIC with information about the business decisions and/or any equity stake they possess or are able to perform.**

Applicant Response: The Applicant respectfully submits that the capital contributions made by Parker-Hill Ventures LLC, Mission Hill Investors LLC and West to East LLC do not represent an amount that is more than 10% of the funding for the project. As such, Parker Hill Ventures LLC, Mission Hill Investors LLC and West to East LLC do not need to be listed as entities that have, or will, contribute 10% or more to the initial capital for the Marijuana Establishment.

The Applicant has submitted an attestation to reflect the same.

- 4. Capital Resources – Entities Note: Please note, Exhibit A in the bylaws lists capital contributions made by Parker Hill Ventures LLC (\$25,000), Mission Hill Investors LLC (\$47,705), and West to East LLC (\$227,295). Please add all three entities in the Entity Capital Contributions section of the application with proper supporting documentation and disclose whether or not these entities would be considered Entities with Direct or Indirect Control ("EDIC") by either listing them in the appropriate section of the application or submitting an attestation detailing their role in relationship to the company. If not, please submit an attestation stating that they are not an EDIC with information about the business decisions and/or any equity stake they possess or are able to perform.**

Applicant Response: The Applicant respectfully submits that the capital contributions made by Parker-Hill Ventures LLC, Mission Hill Investors LLC and West to East LLC do not represent an amount that is more than 10% of the funding for the project. As such, Parker Hill Ventures LLC, Mission Hill Investors LLC and West to East LLC do not need to be listed as entities that have, or will, contribute 10% or more to the initial capital for the Marijuana Establishment.

The Applicant has submitted an attestation to reflect the same.

- 5. Capital Resources – Entities Note: Please note, Exhibit A in the bylaws lists capital contributions made by Parker Hill Ventures LLC (\$25,000), Mission Hill Investors LLC (\$47,705),**

and West to East LLC (\$227,295). Please add all three entities in the Entity Capital Contributions section of the application with proper supporting documentation and disclose whether or not these entities would be considered Entities with Direct or Indirect Control ("EDIC") by either listing them in the appropriate section of the application or submitting an attestation detailing their role in relationship to the company. If not, please submit an attestation stating that they are not an EDIC with information about the business decisions and/or any equity stake they possess or are able to perform.

Applicant Response: The Applicant respectfully submits that the capital contributions made by Parker-Hill Ventures LLC, Mission Hill Investors LLC and West to East LLC do not represent an amount that is more than 10% of the funding for the project. As such, Parker Hill Ventures LLC, Mission Hill Investors LLC and West to East LLC do not need to be listed as entities that have, or will, contribute 10% or more to the initial capital for the Marijuana Establishment.

The Applicant has submitted an attestation to reflect the same.

- 6. Capital Resources – Entities Note: Please note, Exhibit A in the bylaws lists capital contributions made by Parker Hill Ventures LLC (\$25,000), Mission Hill Investors LLC (\$47,705), and West to East LLC (\$227,295). Please add all three entities in the Entity Capital Contributions section of the application with proper supporting documentation and disclose whether or not these entities would be considered Entities with Direct or Indirect Control ("EDIC") by either listing them in the appropriate section of the application or submitting an attestation detailing their role in relationship to the company. If not, please submit an attestation stating that they are not an EDIC with information about the business decisions and/or any equity stake they possess or are able to perform.**

Applicant Response: The Applicant respectfully submits that the capital contributions made by Parker-Hill Ventures LLC, Mission Hill Investors LLC and West to East LLC do not represent an amount that is more than 10% of the funding for the project. As such, Parker Hill Ventures LLC, Mission Hill Investors LLC and West to East LLC do not need to be listed as entities that have, or will, contribute 10% or more to the initial capital for the Marijuana Establishment.

The Applicant has submitted an attestation to reflect the same.

Furthermore, the Applicant has submitted the executed promissory notes to reflect the debt component of the capital resources provided by Green Biz LLC.

- 7. Disclosure of Individual Interest Note: Please note, not all of the individual interests were disclosed in the application.**

Applicant Response: The Applicant respectfully submits that the license application for a Tier 11 Cultivation Facility for Northeast Cultivation LLC (MC282208) for which Jack Carney and Hai Qing Huang were listed as owners has since been withdrawn and no longer requires identification.

Management and Operations Profile

- 1. Massachusetts Business Information (Bylaws or Operating Agreement) Note: Please note, Exhibit A in the bylaws lists capital contributions made by Parker Hill Ventures LLC (\$25,000),**

Mission Hill Investors LLC (\$47,705), and West to East LLC (\$227,295). Please disclose whether or not these entities would be considered Entities with Direct or Indirect Control ("EDIC") by either listing them in the appropriate section of the application or submitting an attestation detailing their role in relationship to the company. If not, please submit an attestation stating that they are not an EDIC with information about the business decisions and/or any equity stake they possess or are able to perform.

Applicant Response: The Applicant respectfully submits that the capital contributions made by Parker-Hill Ventures LLC, Mission Hill Investors LLC and West to East LLC do not represent an amount that is more than 10% of the funding for the project. As such, Parker Hill Ventures LLC, Mission Hill Investors LLC and West to East LLC do not need to be listed as entities that have, or will, contribute 10% or more to the initial capital for the Marijuana Establishment.

The Applicant has submitted an attestation to reflect the same.

Thank you for your attention to this matter and please do not hesitate to contact me directly should you have any comments questions or concerns.

Very truly yours,

Daniel S. Glissman

Daniel S. Glissman, Esq.

Direct: 617 456 8181

Email: dglissman@princelobel.com

Marijuana Establishment Capital Resources

I, Jack Carney, managing member of Raices on the Hill LLC (the "**Applicant**"), hereby certify and confirm to the Cannabis Control Commission (the "**Commission**") that entities listed below do not qualify as entities that are providing capital resources to the Applicant because they have not, and will not, contribute 10% or more to the initial capital for the Applicant's proposed Marijuana Establishment:

1. **Parker Hill Ventures LLC.** Parker Hill Ventures LLC is listed as providing \$25,000 in capital contributions in the Applicant's operating agreement. This will not amount to 10% or more of the initial capital for the Applicant's proposed Marijuana Establishment.
2. **Mission Hill Investors LLC.** Mission Hill Investors LLC is listed as providing \$47,705 in capital contributions in the Applicant's operating agreement. This will not amount to 10% or more of the initial capital for the Applicant's proposed Marijuana Establishment.
3. **West to East LLC.** West to East LLC is listed as providing \$227,295 in capital contributions in the Applicant's operating agreement. This will not amount to 10% or more of the initial capital for the Applicant's proposed Marijuana Establishment.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of May 15, 2023

By: _____

Name: Jack Carney

Marijuana Establishment Person or Entity Having Direct Control

I, Jack Carney, managing member of Raices on the Hill LLC (the "**Applicant**"), hereby certify and confirm to the Cannabis Control Commission (the "**Commission**") that individuals and entities listed below do not qualify as a Person or Entity Having Direct Control (as that term is defined in 935 CMR 500.002 of the Massachusetts Code of Regulations) over the Applicant, and have identified their position and the business decisions and/or any equity stake they possess or are able to perform. I further certify that none of these individuals or entities: (a) have a financial interest in the form of equity of 10% or greater in the Applicant; (b) have a voting interest of 10% or greater in the Applicant or a right to veto significant events; (c) are a Close Associate (as that term is defined in 935 CMR 500.002); (d) are a Person or Entity (each as defined in 935 CMR 500.002) that has the right to control or authority, through contract or otherwise including, but not limited to: (1) To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments; (2) To appoint more than 50% of the directors or their equivalent; (3) To appoint or remove Corporate-level officers or their equivalent; (4) To make major marketing, production, and financial decisions; (5) To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or (6) To earn 10% or more of the profits or collect more than 10% of the dividends.

1. **Alexandra Oliver-Davila.** Mrs. Oliver-Davila was previously listed as a person with direct or indirect control ("**PDIC**") due to the fact that she held a 10.8% equity stake in the Applicant. Mrs. Oliver-Davila currently owns a 4% equity stake in the Applicant and her role in the company is a community liaison.
2. **Rafael Ruiz.** Mr. Ruiz is a security consultant for the Applicant. He does not have any decision-making authority over the Applicant's business, nor does he hold any ownership in the Applicant.
3. **Robert Hoffman.** Mr. Hoffman was previously listed as a PDIC due to the fact that he was a managing member of the Board of Managers for the Applicant and the holder of a 1.24% equity stake in the applicant. Mr. Hoffman is no longer a managing member or owner.
4. **Mission Hill Investors LLC.** Mission Hill Investors LLC was previously listed as an EDIC due to the fact that it held a 49% equity stake in the Applicant. Mission Hill Investors LLC currently holds an 8.5% equity stake in the Applicant and is no longer an EDIC.
5. **Green Biz LLC.** Green Biz LLC is an entity that is owned and operated by the same owners as West to East LLC and is providing funds to the Applicant in the form of unsecured promissory notes. Green Biz LLC does not have any ownership in the Applicant, nor does it have any decision-making authority over the Applicant's business.

I further certify that the following entities do qualify as an EDIC over the applicant and have identified their position and the business decisions and/or any equity stake they possess or are able to perform:

1. **Parker Hill Ventures LLC.** Parker Hill Ventures LLC is an entity with direct or indirect control ("**EDIC**") as it holds a 12.5% equity stake in the Applicant. Parker Hill Ventures LLC, and its sole owner, Jeffrey Sanchez, are both currently identified as a EDIC and PDIC (respectively), on the application.

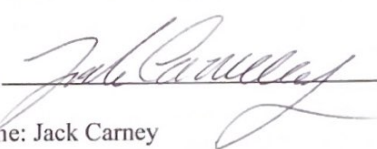
2. **West to East LLC.** West to East LLC is an EDIC due to the fact that it currently holds a 75% equity stake in the Applicant. West to East LLC is currently listed as a EDIC on the application.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of May 15, 2023

By: _____

Name: Jack Carney

A handwritten signature in dark ink, appearing to read "Jack Carney", is written over a horizontal line. The signature is fluid and cursive.



Raices ~ Roots

I. Our Mission

Inspired by Mission Hill residents, our mission is to provide a wide variety of locally sourced quality products, while ensuring that each customer has a safe and rewarding experience. We pride ourselves on helping our community be empowered by our team's roots in Mission Hill. This connection and commitment help to ensure that the team, and facility, exceeds expectations by providing a beneficial service to its customers and the community.

II. Community Support

Raíces on the Hill LLC (the “**Company**”) has received over 250+ letters of support, including letters of support from the area elected officials:





Mission Hill (Ward 10 Precinct 5) is also a Yes community with 78% of the population voting yes on Question 4 in the November 2016 election.

III. Executive Team



Jeffrey Sánchez (Managing Member): Jeff was born and raised in Mission Hill. His mother still lives on Terrace Street. Jeff served for 16 years as the State Representative for the district.



Alex Oliver-Davila (Managing Member): Alex has dedicated her professional career to young people. She has served as executive director of a youth & community development organization since 1999.



Rafael Ruiz (Managing Member): For over three decades Rafael worked for the Boston Police Department, retiring as a Superintendent in 2012, the first Latino in the department's history to attain that rank.

IV. Project Overview

The Company has identified 123 Terrace Street, Mission Hill, Boston, MA 02120 (the “**Property**”) as an ideal location in which to establish its proposed Facility. The Property is located in the Mission Hill Neighborhood Zoning District and Local Industrial (“IS”) Zoning Sub district and pursuant to Article 59, Section 18 of the Ordinance, the use of the Property for the Facility is a permitted use, subject to the



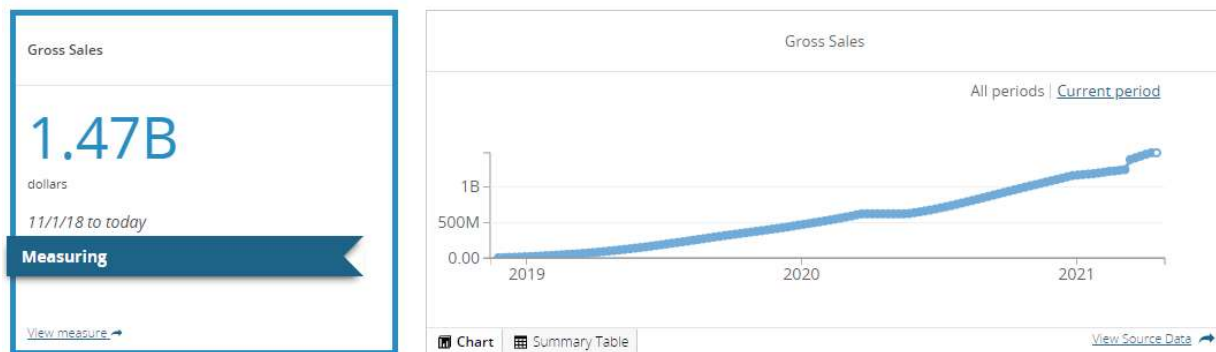
Furthermore, the Property is also ideally located Mission Hill Neighborhood in that it will not adversely impact the character of the neighborhood. The Property is part of an established commercial district in Mission Hill, currently experiencing a commercial resurgence. The Property surrounded by numerous other commercial uses including but not limited to convenience stores, restaurants, bars, hair and nail salons, barber shops and other various industrial uses, retailers, professional offices, and restaurants, by public transit (via the MBTA Orange Line Roxbury Crossing stop and Various MBTA Bus routes) or bicycle. The Property is strategically situated near the South West Corridor Park and as such can serve residents and visitors of Mission Hill and surrounding communities. Furthermore, the Property is located in an industrial district in Boston, specifically targeted for Cannabis Establishment uses.



V. Market Overview

Massachusetts cannabis marketplace is thriving. As of April 20, 2021, the Commonwealth's cannabis market has grossed approximately \$1.47 Billion dollars in total gross sales since opening in November of 2018¹.

Gross Sales Total Since Retailers Opened



With over 100 marijuana retailers in Massachusetts, and over 30 approved marijuana retailers in the City of Boston, the Company is entering into a competitive marketplace. The Company's success will be defined by its easily accessible location, ties to the local community, quality product offerings and customer service.

¹<https://opendata.mass-cannabis-control.com/stories/s/Sales-and-Product-Distribution/xwwk-y3zr>



VI. Financial Overview

The Company is funded to date by Mission Hill Investors LLC and Parker Hill Ventures LLC and anticipates the following expenses to get operational:

Category	Description	Amount
Architectural	Architectural Package and Renderings	\$25,000.00
Engineering	Site Plans and Surveys	\$2,500.00
Website	Logo Design, Website Design and Maintenance	\$10,000.00
Security	Security Consulting	\$12,500.00
Legal	Entity Formation, Real Estate and Licensing Work	\$75,000.00
Marketing	Community Memberships, Donations and Support	\$2,500.00
Marketing	Initial Marketing Budget	\$10,000.00
Licensing Fees	CCC Filing Fees	\$15,000.00
Construction	Demolition	\$250,000.00
Construction	Buildout	\$1,000,000.00
Operations	Start up Employee Salaries	\$75,000.00
Operations	Initial Product Purchase	\$250,000.00
Total		\$1,727,500.00

The Company anticipates the following revenue projections for the first three years of operations:

<u>Projected Financials</u>				
Year	1	2	3	
Gross Revenue	\$ 10,237,500.00	\$ 10,749,375.00	\$ 11,286,843.75	
COGS	\$ (5,630,625.00)	\$ (5,912,156.25)	\$ (6,207,764.06)	
Expenses	\$ (716,625.00)	\$ (752,456.25)	\$ (790,079.06)	
Tax Payments	\$ (1,704,543.75)	\$ (1,789,770.94)	\$ (1,879,259.48)	
Net Income	\$ 2,185,706.25	\$ 2,294,991.56	\$ 2,409,741.14	



Plan for Obtaining Liability Insurance

Raíces on the Hill LLC (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company shall 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, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “**Liability Insurance Escrow Account**”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s *Record Retention Policy* (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000: *Adult Use of Marijuana*.

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.



Separating Recreational from Medical Operations

Raíces on the Hill LLC (the “**Company**”) is only applying for a Marijuana Retailer license at this location. Accordingly, this policy is not applicable.

This policy may also be referred to by the Company as the “**Policy for Separating Recreational from Medical Operations**”.



Restricting Access to Age 21 & Older

Raíces on the Hill LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual’s proof of identification at the point of sale and determine that the individual is 21 years of age or older.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued-identification card;
3. A military identification card; or
4. A passport.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.



Quality Control & Testing for Contaminants

Testing of Marijuana

Raíces on the Hill LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

The Company is not proposing to cultivate or produce its own products at this time. The Company intends to obtain all of its products from other duly licensed Marijuana Establishments.

The Company shall ensure that all marijuana and marijuana products sold at its Marijuana Establishment have been tested by an Independent Testing Laboratory that tests the marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*. Testing of the Company’s environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission, as applicable.

The Company shall ensure that all marijuana and marijuana products have been tested for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes

from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company's *Transportation Policy* and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

If the Company receives notice that the marijuana or marijuana products it has submitted for testing has failed any test for contaminants, it shall either: (1) re-analyze without remediation; (2) take steps remediate the identified contaminants; or (3) dispose of the marijuana or marijuana product and in any event, all actions shall comply with 935 CMR 500.160(13).

Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies (as applicable to its Marijuana Retail License):

- (a) To the extent applicable the Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
 1. Well cured and generally free of seeds and stems;
 2. Free of dirt, sand, debris, and other foreign matter;
 3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
 4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and

5. Packaged in a secure area.

(b) The Company shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
 - i. Maintaining adequate personal cleanliness; and
 - ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the

- US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
 11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
 12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
 13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
 14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
 15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
 16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.



Personnel Policies & Background Check Policies

Raíces on the Hill LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
- (5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
- (6) The Company shall immediately dismiss any Marijuana Establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. 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 Other Jurisdictions (as that term is defined in 935 CMR 500.002).
- (7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the

licensee (if any), available upon request by any individual. The Company may make this list available on its website.

- (8) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), as set forth in its *Security Policy*.
- (9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:
 - a. be 21 years of age or older;
 - b. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and
 - c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.
- (10) An application for registration of a marijuana establishment agent shall include:
 - a. the full name, date of birth, and address of the individual;
 - b. all aliases used previously or currently in use by the individual, including maiden name, if any;
 - c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
 - d. an attestation that the individual will not engage in the diversion of marijuana products;
 - e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 - f. background information, including, as applicable:
 - 1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;
 3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;
- (b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- (c) any other information required by the Commission.
- (11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems (“DCJIS”) pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information (“CORI”) report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.
- a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
 - b. The Company’s collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).
- (12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent’s registration shall be immediately void when the agent is no longer associated with the Company.
- (13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.

- (14) After obtaining a registration card for a marijuana establishment agent, the Company shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- (15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
- (17) The Company shall maintain, and keep up to date, an employee covering a wide range of topics, including but not limited to: (1) Employee Payroll & benefits; (2) Vacation, sick time, & breaks; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding. The Company will review its employee handbook periodically and communicate any changes to its employees.

Personnel Record Keeping

The Company shall maintain the following Personnel Records:

- 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- 2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the

date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

- e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action taken; and
 - g. Notice of completed responsible vendor and eight (8) hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
 4. Personnel policies and procedures; and
 5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

Staffing Plan

Executive Level:

- CEO;
- CFO; and
- COO.

Management Level:

- Store Manager; and
- Shift Leaders.

Staff Level

- Up to twenty (20) Staff Level Representatives;

Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Agents.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.



Record Keeping Procedures

Raíces on the Hill LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale SOR electronic tracking system records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. 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;
 - v. Documentation of periodic performance evaluations;

- vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor training program and in-house training.
- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
 - d. Personnel policies and procedures, including at a minimum, the following: (a) code of ethics; (b) whistleblower policy; and (c) a policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
 - e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;
- (e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (1) assets and liabilities; (2) monetary transactions; (3) books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records including the quantity, form, and cost of marijuana products; and (5) 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 the marijuana establishment, if any; and
 - (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any disciplinary action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission.

It shall be a policy of the company that any and all records subject to any disciplinary action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the “**Record Retention Policy**”.



Maintaining of Financial Records

Raíces on the Hill LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. 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 the marijuana establishment, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

- i. it shall immediately disclose the information to the Commission;
 - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.



Diversity Plan

Raíces on the Hill LLC (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

Statement of Purpose:

In the operations of its Marijuana Establishment, it is a policy of the Company to promote equity among:

- (1) People of color (Black, African America, Hispanic, Latinx, and Indigenous people);
- (2) Women;
- (3) Veterans;
- (4) Persons with disabilities, and;
- (5) L.G.B.T.Q.+ individuals

To the extent permissible by law, the Company will make jobs available to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts. Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

Goals:

- (1) The Company endeavors to provide job opportunities to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q.+ . The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force in Massachusetts is as follows: Women 49.2% and Minorities 25.2%¹**. Therefore, it’s the Company’s goal to hire the following:
 - (a) 50% Women.
 - (b) 65% People of color (Black, African American, Hispanic, Latinx, and Indigenous people).
 - (c) 20% L.G.B.T.Q.+.
 - (d) 12% Individuals with disabilities.
 - (e) 7% Veterans.

¹ <https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf>

- (2) It shall be a goal of the Company to offer ***100% of the Company's opportunities for advancement*** to management and executive positions internally, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.
- (3) It shall be a goal of the Company to ensure that **one hundred percent (100%)** of its employees involved in the hiring process receive **training on diversity and sensitivity**.

Programs:

To the extent reasonably practicable, and to ensure the Company's goals, the Company shall implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post **notices** during the hiring process for any of its Marijuana Establishments in newspapers of general circulation in the areas of the Establishment, and other newspapers such as, **Mission Hill Gazette**, and post a notice at the municipal offices in **Boston City Hall**. The aforementioned notices will state that the Company is specifically looking for women, people of color (particular Black, African American, Hispanic, Latinx, and Indigenous people), L.G.B.T.Q.+ individuals, veterans, and persons with disabilities to work for the Company. The Company also intends to advertise its job openings through MassHires, Indeed, & other popular job hiring outlets.
- In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall offer 100% of the Company's opportunities for advancement internally, as follows.
 - (a) By providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals including minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +, for advancement;
 - (b) As noted above, the Company targets hiring and advancing individuals consistent with the Total Civilian Labor Force for Massachusetts are as follows:
 1. 50% Women.
 2. 65% People of color (Black, African American, Hispanic, Latinx, and Indigenous people)
 3. 20% L.G.B.T.Q.+, individuals.
 4. 7% Veterans.
 5. 12% Individuals with disabilities.
 - (c) Similar to the above, during the time of the Company's need for management and executive positions, the Company will first communicate this internally by sending out email notifications to its staff.
 - (d) If the position is not filled internally, as noted above the Company will post monthly notices during the hiring process in newspapers of general circulation in the area of the

Establishment, and other newspapers such as the *Mission Hill Gazette* and the *Boston Herald*.

- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall assess the Company's employment demographics among its workforce. Employees will be issued a questionnaire annually that will ask questions related to the individual's ethnicity, gender, sexual orientation, age, veteran status, and various other demographic related questions. Employees will not be required to answer any questions and answers may be submitted anonymously. Results of the questionnaires will be provided to the Commission on request and for the Company's annual license renewal application.
- The Company shall require that 100% of its employees involved in the hiring process receive education on diversity, implicit biases and sensitivity prior to assuming such role and once annually thereafter.

Measurements:

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

Pursuant to 935 CMR 500.103(4)(a) an Executive from the Company shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(8)(k) and this *Diversity Policy*. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information. Such information will be derived from the annual questionnaires issued to employees.

Additionally, this report will include the following metrics:

- a. Number of individuals from the target demographic groups who were hired after the issuance of a license;
- b. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- c. Number of jobs created since initial licensure;
- d. Number of job postings in publications with supporting documentation; and
- e. Number of staff who has completed trainings held on diversity, implicit biases and sensitivity.

The Company affirmatively states that: (1) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

This policy may also be referred to by the Company as the “**Diversity Plan**”



Employee Qualifications & Training

Raíces on the Hill LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete minimum training requirements prior to performing job functions.

Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.

Company Training Policies shall be as follows:

1. At a minimum, Company employees shall receive a total of eight (8) hours of training annually, which shall include a minimum of four (4) hours of Responsible Vendor Training (“**RVT**”) program courses established pursuant to 935 CMR 500.105(2)(b). Basic, on-the-job training, provided by the Company in the ordinary course of business, may be counted toward the eight (8) hour total training requirement.
2. Administrative employees that do not handle or sell marijuana are exempt from the four (4) hour RVT training requirement, but may take a RVT program as part of fulfilling the eight (8) hour training requirement.
3. Training shall be tailored to the roles and responsibilities of the job function of each employee.
4. RVT training may be conducted by the Company or by a third-party vendor
5. All agents that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor training program, which shall include the Basic Core Curriculum (as that term is defined in 935 CMR 500.000 *et. seq.*).
6. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete the Basic Core Curriculum training program within ninety (90) days of hire.
7. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”

8. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
9. The Company shall maintain records of compliance with all training requirements 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.

The Company shall ensure that the Basic Core Curriculum program offered to its employees includes the following:

- (a) Marijuana's effect on the human body, including:
 - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
 - b. The amount of time to feel impairment;
 - c. Visible signs of impairment; and
 - d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
 - a. How to check identification;
 - b. Spotting and confiscating fraudulent identification;
 - c. Patient registration cards currently and validly issued by the Commission;
 - d. Common mistakes made in verification; and
 - e. Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
 - a. Conduct of marijuana establishment agents;
 - b. Permitting inspections by state and local licensing and enforcement authorities;
 - c. Local and state licensing and enforcement;

- d. Incident and notification requirements;
 - e. Administrative, civil, and criminal liability;
 - f. Health and safety standards, including waste disposal
 - g. Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - h. Permitted hours of sale;
 - i. Licensee responsibilities for activities occurring within licensed premises;
 - j. Maintenance of records, including confidentiality and privacy; and
- (f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

- (a) be 21 years of age or older;
- (b) not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.



Energy Compliance Plan

Raíces on the Hill LLC (the “**Company**”) shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*. The Company will use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the “EOEEA”) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- Consideration of energy delivery opportunities that utilize solar farms or other renewable energy producers as an alternative to more common forms of energy production as generally offered by main stream utility providers.

This policy may also be referred to by the Company as the “**Energy Compliance Policy**”.