Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282066

Original Issued Date: 08/23/2021

Issued Date: 08/23/2021

Expiration Date: 08/23/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Rhythm of Life Cannabis LLC

Phone Number: 303-521-9928 **Email Address:** rhythmoflifecannabis@gmail.com

Business Address 1: 217 River Road **Business Address 2:**

Business City: Uxbridge **Business State:** MA **Business Zip Code:** 01569

Mailing Address 1: 11 Fox Run **Mailing Address 2:** Apt. 10

Mailing City: Marshfield **Mailing State:** MA **Mailing Zip Code:** 02050

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

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: 24 **Percentage Of Control:**

Role: Manager **Other Role:**

First Name: Brett **Last Name:** Hansen **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10 **Percentage Of Control:**

Role: Manager **Other Role:**

First Name: Sara **Last Name:** Williamson **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 66 **Percentage Of Control:** 100

Role: Executive / Officer **Other Role:**

First Name: Kristofer **Last Name:** Artz **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Rhythm of Life Cannabis LLC **Entity DBA:**

Email: rhythmoflifecannabis@gmail.com **Phone:** 303-521-9928

Address 1: 217 River Road **Address 2:**

City: Uxbridge **State:** MA **Zip Code:** 01569

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** $5000 **Percentage of Initial Capital:** 0.33

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Brett **Last Name:** Hansen **Suffix:**

Marijuana Establishment Name: Rhythm of Life Cannabis LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 2

First Name: Sara **Last Name:** Williamson **Suffix:**

Marijuana Establishment Name: Rhythm of Life Cannabis LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 3

First Name: Kristofer **Last Name:** Artz **Suffix:**

Marijuana Establishment Name: Rhythm of Life Cannabis LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 217 River Road

Establishment Address 2:

Establishment City: Uxbridge **Establishment Zip Code:** 01569

Approximate square footage of the Establishment: 7200 **How many abutters does this property have?:** 12

Have all property abutters have 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
Community Outreach Meeting Documentation	COM Attestation Form Signed 4-14-21 reduced.pdf	pdf	607883a1bd015444c550473e	04/15/2021
Plan to Remain Compliant with Local Zoning	rhythm.of.life.cannabis-217.river.road.uxbridge-plan to remain compliant with local permits.bylaws-4.17.21.docx.pdf	pdf	607f048a518b4d44994181dd	04/20/2021
Certification of Host Community Agreement	Signed HCA Certification Form (1).pdf	pdf	607f048c21aec245a96cc233	04/20/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Rhythm of Life - Positive Impact Plan (2).pdf	pdf	60aba9e376d8cf07ef636191	05/24/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager **Other Role:**

First Name: Brett **Last Name:** Hansen **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Manager **Other Role:**

First Name: Sara **Last Name:** Williamson **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Executive / Officer **Other Role:**

First Name: Kristofer **Last Name:** Artz **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify) **Other Role:** Applicant

Entity Legal Name: Rhythm of Life Cannabis LLC **Entity DBA:**

Entity Description: Limited Liability Company

Phone: 303-521-9928 **Email:** rhythmoflifecannabis@gmail.com

Primary Business Address 1: 217 River Road **Primary Business Address 2:**

Primary Business City: Uxbridge **Primary Business State:** MA **Principal Business Zip Code:** 01569

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing with Secretary of Commonwealth 2-22-21.pdf	pdf	607866567eb80444db4680ea	04/15/2021
Department of Revenue - Certificate of Good standing	Certificate of Good Standing 3-1-2021 DOR.pdf	pdf	607866614989114597237c68	04/15/2021
Bylaws	Operating Agreement ROL.pdf	pdf	60786670bd015444c5504653	04/15/2021
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Unemployment ROL.pdf	pdf	60788dfaa6d53445a21e4c05	04/15/2021
Articles of Organization	Certificate of Organization and amendment - Rhythm of Life.pdf	pdf	6078901386f403457678d565	04/15/2021

No documents uploaded

Massachusetts Business Identification Number: 001471842

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	ROL Business Plan.pdf	pdf	607866e48bb25444af301074	04/15/2021
Plan for Liability Insurance	Letter_of_Intent_to_Bind_Coverage_-_RHYTHM_OF_LIFE_CANNABIS_LLC_(Manufacturing).pdf	pdf	6078679549891145972 37c72	04/15/2021
Proposed Timeline	Proposed Timeline ROL .docx.pdf	pdf	6082e8543fd8b2075df9a8b9	04/23/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Method used to produce products	Method used to produce products - Rhythm of Life - Product Manufacturing.pdf	pdf	6082eafe8f80610756a0f7a7	04/23/2021
Restricting Access to age 21 and older	Restricting Access to age 21 or older - Rhythm of Life - Product Manufacturing.pdf	pdf	6082eaff247e180786c92f0e	04/23/2021
Security plan	Security Plan - Rhythm of Life - Product Manufacturing.pdf	pdf	6082eb01b15b20079554ec01	04/23/2021
Prevention of diversion	Prevention of Diversion - Rhythm of Life- Product Manufacturing.pdf	pdf	6082eb03e54b280786badd44	04/23/2021
Storage of marijuana	Storage - Rhythm of Life - Product Manufacturing.pdf	pdf	6082eb608ecb05074fe675ea	04/23/2021
Transportation of marijuana	Transportation of Marijuana - Rhythm of Life - Product Manufacturing.pdf	pdf	6082eb60d91389075ed36986	04/23/2021
Inventory procedures	Inventory Procedures - Rhythm of Life - Product Manufacturing.pdf	pdf	6082eb628f80610756a0f7ab	04/23/2021
Quality control and testing	Quality Control and Testing - Rhythm of Life- Product Manufacturing.pdf	pdf	6082eb63247e180786c92f12	04/23/2021
Personnel policies including background checks	Personnel Policies Including Background Checks - Rhythm of Life - Product Manufacturing.pdf	pdf	6082eb65b15b20079554ec05	04/23/2021
Record Keeping procedures	Record Keeping Procedures - Rhythm of Life - Product Manufacturing.pdf	pdf	6082ebf9e067a90777b4d38c	04/23/2021
Maintaining of financial records	Maintaining of Financial Records - Rhythm of Life - Product Manufacturing.pdf	pdf	6082ebfa85675207abc77370	04/23/2021
Qualifications and training	Qualifications and Training - Rhythm of Life - Product Manufacturing.pdf	pdf	6082ebfc68436d078d6afc9c	04/23/2021
Energy Compliance Plan	Rhythm of Life - Energy Compliance Plan - Cultivation & Product Manufacturing (1).pdf	pdf	6082ebfdb15b20079554ec0b	04/23/2021
Safety Plan for Manufacturing	Safety Plan - Rhythm of Life - Product Manufacturing.pdf	pdf	6082ec06954bd3079c68d6f0	04/23/2021
Plan to Obtain Marijuana	Plan for Obtaining Marijuana or Marijuana	pdf	6082ec2a68436d078d6afca2	04/23/2021

	Products - Product Manufacturing (5).pdf			
Sample of unique identifying marks used for branding	Rhythm of Life logo.pdf	pdf	609010563bbe600765b4c39f	05/03/2021
Types of products Manufactured.	Types and Forms of Products - Product Manufacturing (4).pdf	pdf	609d3a798ecb05074fe6be74	05/13/2021
Diversity plan	FINAL 6-3-2021- Diversity Plan.pdf	pdf	60b8d8e4ff799435f6382d81	06/03/2021

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

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	**Monday To:** 11:00 PM
Tuesday From: 9:00 AM	**Tuesday To:** 11:00 PM
Wednesday From: 9:00 AM	**Wednesday To:** 11:00 PM
Thursday From: 9:00 AM	**Thursday To:** 11:00 PM
Friday From: 9:00 AM	**Friday To:** 11:00 PM
Saturday From: 9:00 AM	**Saturday To:** 11:00 PM
Sunday From: 9:00 AM	**Sunday To:** 11:00 PM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 4-7-2021

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: 3-24-2021

   b. Name of publication: Worcester Telegram & Gazette

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: 3-29-2021

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: 3-29-2021

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

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

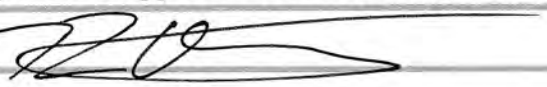
Name of applicant:

Rhythm of Life Cannabis LLC

Name of applicant's authorized representative:

Kristofer Artz

Signature of applicant's authorized representative:



Gmail

Karen Calton <karen@mensinggroup.com>

RE: Rhythm of Life Adult-use Marijuana Cultivation applicant

1 message

Steven Sette <ssette@uxbridge-ma.gov> Wed, Mar 17, 2021 at 4:05 PM
To: Karen Calton <karen@mensinggroup.com>
Cc: "blake@mensinggroup.com" <blake@mensinggroup.com>, Ellen Welch <EWelch@uxbridge-ma.gov>

Hi Karen,

Yes to both requests, the agenda for the BOS meeting will be posted on the Town Web site the Thursday before the April 12th meeting.

Regards,

Steve Sette

From: Karen Calton <karen@mensinggroup.com>
Sent: Wednesday, March 17, 2021 4:02 PM
To: Steven Sette <ssette@uxbridge-ma.gov>
Cc: blake@mensinggroup.com
Subject: Rhythm of Life Adult-use Marijuana Cultivation applicant

Good afternoon -

Blake asked me to follow up with you about two things after your meeting today.

1. Can our client, Rhythm of Life, hold a virtual Community Outreach Meeting on April 7th via Zoom? As you know, we need to get permission from the Town before we can set that up. After I receive your permission I will run the Notice in the paper at least 14 days before the meeting and I will send the abutter's notices at least 7 days before the meeting.

2. Can you place Rhythm of Life on the Board of Selectmen agenda for the April 14, 2021 meeting?

I look forward to receiving your response.

Best,

Karen

--

Karen L. Calton, Esq.

Managing Partner

Karen@mensinggroup.com
Cell: 202-462-0584



Rhythm of Life

Link to Community Outreach Meeting held on 4-7-2021

https://youtu.be/z61JejSILTs

# of Attendees at Community Outreach Meeting on 4-7-2021

6

LEGAL NOTICES

TOWN OF SHREWSBURY
SUBCONTRACTOR PREQUALIFICATION FOR
THE SHREWSBURY POLICE STATION PROJECT

Pursuant to the provisions of Chapter 149A, Section 8 of the Massachusetts General Laws, the Town of Shrewsbury, MA, the Awarding Authority, by the Shrewsbury Board of Selectmen, is soliciting Statements of Qualification ("SOQ") from responsible and eligible bidders for the Trade Subcontracts designated herein, in association with the Construction of the New Shrewsbury Police Station.
The new Shrewsbury Police Station is planned to be a two-story structure of approximately 44,300 gross square feet, comprised of administrative offices, large training room, public meeting spaces, detention facilities, interview rooms, dispatch center, evidentiary storage, emergency operations center, multi-bay garage and sallyport facilities. The project has selected a Construction Manager at Risk under separate solicitation and selection process.

Filed sub-contracts will be required on the work described in the following sections of the contract specifications: Masonry, Miscellaneous Metals, Waterproofing/Dampproofing/Caulking, Roofing/Flashing, Metal Windows, Glass/Glazing, Tiling, Terrazzo, Acoustical Tile, Resilient Flooring, Painting, Elevator, Fire Protection, Plumbing, HVAC, and Electrical.
Electronic copies (.pdf) of the Request for Prequalification packages will be made available, beginning on March 24, 2021, at no charge, and may be obtained at Andrew T. Johnson Online Plan Room, www.atjplanroom.com, within the public project folder. Questions or questions related to submitting a response to the RFQ should be directed as further indicated in the Prequalification package.

Responses are due not later than Thursday, April 15, 2021 at 2:00 PM, and shall be delivered to the following:
Town of Shrewsbury
c/o Construction Monitoring Services, Inc.
270 Main Street
Marlborough, MA 01752

No late, faxed, or conditional packages will be accepted.

Town of Shrewsbury
Subcontractor Prequalification for
the Shrewsbury Police Station Project

TOWN OF UXBRIDGE ZONING BOARD OF APPEALS
PUBLIC HEARING NOTICE

The Uxbridge Zoning Board of Appeals will hold a remote Public Hearing on Wednesday, April 7, 2021 at 6:00 pm, to review the case below.

Pursuant to Governor Baker's Orders Suspending Certain Provisions of the Open Meeting Law and limiting the number of people that may gather in one place, the April 7, 2021 meeting of the Uxbridge Zoning Board of Appeals will be conducted via remote participation.

Members of the public who wish to participate in the meeting may do so in the following manner: online at https://uxbridge.zoom.us/j/8616203349 or by phone at 301-715-8592 using meeting i.d. 861 620 3349. The meeting will also be broadcast live online at www.uxbridgetv.org and on Uxbridge Community Television Channel 191.

FY21-13: 619 Quaker Highway - the applicant Kevin Powers is seeking a SPECIAL PERMIT for a use change to allow commercial truck and heavy equipment repair to be conducted on the site. The property is located in an Industrial B Zoning District, shown on the Town of Uxbridge Assessor's Map 45 as Parcel 2998, and described in a deed recorded at the Worcester Registry of Deeds Book 57502 Page 299.

Copies of the proposals are available for review online at https://www.uxbridge-ma.gov/zoning-board-appeals/pages/current-zba-public-hearing-applications.

To appear in the Worcester Telegram & Gazette on Wednesday March 17th and Wednesday March 24th 2021.

Notice of Public Hearing
Charlton Planning Board

Pursuant to M.G.L. Chapter 40A Section 5, the Charlton Planning Board will hold a remote public hearing on Wednesday, March 24, 2021 at 7:30 p.m. via Zoom meeting, meeting ID 85307939499, on the request of Peter Cooper Jr., 194 Berry Corner Road, Charlton, MA 01507 to consider amending Charlton's Zoning Map for land located at 194 Berry Corner Road herein identified on Charlton Assessor's Map 47, Block A, Lot 1,4 by rezoning all or a portion of the parcel from its current zoning designation of Agricultural (A) to Industrial General (IG) as detailed on the submitted zoning district revision map. The property contains approximately 44 +/- acres.

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c30A, S18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the Charlton Planning Board will be conducted via remote participation. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the Town of Charlton website, at www.townofcharlton.net. For this meeting, members of the public who wish to listen/watch the meeting may do so in the following manner.

Video Participation: https://zoom.us/83463260746

Meeting ID: 853 0793 9499

Phone Access: 1-646-558-8656

The complete text and map of the proposed zoning map amendment is available for inspection at the Planning Board Office and the Town Clerk's Office during regular business hours. The application is also posted on the Town website under Planning Board. Any person interested or wishing to be heard should appear at the time and place designated.

Ross Lemansky, Chairman
Charlton Planning Board
March 10, 2021 and March 17, 2021

CITY OF WORCESTER

PURCHASING DIVISION BID NO. **7571-W1**

Sealed Bids for Reconstruction of Federal Square (Carroll Plaza) / DPWP will be received in the Purchasing Division, Room 201, City Hall, 455 Main St., Worcester, MA 01608 until 10:00 A.M. Local Time April 14, 2021 and at that time publicly opened and read.

Bids may be obtained from 8:30 A.M. – 5:00 P.M. weekdays or downloaded from website: www.worcesterma.gov

Attention is called to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of General Laws, Chapter 149, Sections 26 to 27G, inclusive.

All bids for this project are subject to the provisions of General Laws Chapter 30, Sections 39M, inclusive as amended.

The estimated cost of this project is $ 2,139,859.15

Description of Work: Reconfiguration of Federal square into pedestrian plaza including site

work, curbing, utilities, paving, fountains, lighting, surfacing and related sidewalk

reconstruction as well as other appurtenances as per specifications.

There is a $ 50 non-refundable mailing fee, if requested.

This bid is subject to C. 90 funding and requires prequalification in accordance with 720 CMR 5.00. Interested bidders must be prequalified by Mass DOT (or have been granted a waiver from Mass DOT) to bid this project. Contact Massachusetts DOT for further information regarding prequalification.

The City reserves the right to reject any and all bids if deemed to be in the City's best interest.

An Equal Opportunity / Affirmative Action Employer

City of Worcester, by Christopher J. Gagliastro, Purchasing Agent

March 24, 2021

Town of Douglas
Planning Board
Legal Notice of Public Hearing

Name of Applicant: Joel Considine

Name of Owner: Joel Considine

Date and Time of Public Hearing: Thursday, April 8, 2021 at 7:00pm

Subject Matter of the Hearing: The Applicant is requesting approval from the Douglas Planning Board pursuant to the Douglas Zoning Bylaws, Section 9.4 Site Plan Review.

Project Description: Joel Considine is requesting a change of use for the existing building (one designated retail use) to a multi-use building (retail, office and residential uses).

Project Site and Location: The project is located at 295 Main Street, Douglas, MA, Assessor's Map 163, Parcel 117.

Place of Public Hearing: Douglas Municipal Center, Resource Room, 29 Depot Street, 29 Depot Street, Douglas, MA.

Any person interested or wishing to be heard should appear at the time and place designated. A copy of the Application is available for review during regular business hours in the Douglas Community Development Department, 29 Depot Street, Douglas, MA 01516.

Ernest Marks, Jr.
Chairman
Douglas Planning Board
March 17, 24, 2021

LEGAL NOTICES

CITY OF WORCESTER
PURCHASING DIRECTOR

Sealed bids for items listed will be received on dates specified below in the Purchasing Division, Room 201, City Hall, 455 Main Street until 10:00 A.M. and at that time publicly opened and read. Bid forms may be obtained at Room 201 on dates shown below or by download from website www.worcesterma.gov. The City reserves the right to reject any and all bids. The City of Worcester is an Equal Opportunity/Affirmative Action Employer and has established goals for business participation of minorities and women.
CITY OF WORCESTER, by Christopher J. Gagliastro, Purchasing Director

Bid No.	Bid Forms available on	Description	Bid Opening Date
CR-7567-W1	3/24/2021	Property Lease- Mass Hire / E.D.	4/28/2021
CR-7569-D1	3/24/2021	Locksmith & Key Duplication Services – City /WPS	4/07/2021
7570-D1	3/24/2021	Trailer Assessment & Maintenance - DPH	4/07/2021
7572-W1	3/24/2021	Tractors, John Deere - WPS	4/14/2021

March 24, 2021

Invitation to Bid

The Town of Sterling, acting through the Sterling Department of Public Works invites sealed bid proposals to supply the Department with Badger End Point replacement radios - quantity 2500. The sealed bid proposals will be received until 10:00 A.M. Thursday April 8, 2021 at the Department of Public Works, 171 Worcester Road, Sterling, MA 01564 and at that time they will be publicly opened and read. Please reference DPW21-2 Badger End Point replacement radios on your bid envelope. All questions can be referred to Paul Lyons, DPW Superintendent at 978-422-6767.

March 24, 25, 2021

MILLBURY PUBLIC SCHOOLS
INVITATION FOR BIDS
ELMWOOD FRONT ENTRY VESTIBULE PROJECT

The Millbury Public Schools is accepting bids for Elmwood Front Entry Vestibule Project at the Elmwood Street School, 40 Elmwood Street, Millbury, MA. Copies of the bid documents may be obtained from the Superintendent's Office, c/o Business Manager, 12 Martin Street, Millbury, MA 01527 during regular business hours of Monday through Friday 8:00 A.M. to 3:00 P.M. All proposals are due by Wednesday, April 14, 2021 at 2:00PM in the Superintendent's Office, 12 Martin Street, Millbury, MA. There is a pre-bid conference scheduled for Wednesday, April 7, 2021 at 2:00PM at Elmwood Street School.
Telephone number 508-865-9501.

Work under this contract requires a contractor to furnish all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, accordance with all specifications and requirements.

All bids are subject to the provisions of M.G.L. Chapter 149. Wages are subject to minimum wage rates determined by the Massachusetts Dept. of Labor and Industries pursuant to M.G.L. Chapter 149, Section 26 and 27.

March 24, 2021

Notice is hereby given that a Community Outreach Meeting for a proposed Cultivation and Product Manufacturing Marijuana Establishment is scheduled for **Wednesday, April 7, 2021 at 6:00 p.m.** In light of COVID-19 it will be held via Zoom Meeting. Join the meeting at https://zoom.us/j/94074131904 or by calling (929) 205-6099 and entering Meeting ID 940 7413 1904. The proposed Cultivation and Product Manufacturing Marijuana Establishment is anticipated to be located at 217 River Road, Uxbridge, MA 01569. There will be an opportunity for the public to ask questions.

March 24, 2021

PUBLIC HEARING NOTICE

The Zoning Board of Appeals of the Town of Leicester, MA will hold a public hearing on **Wednesday, April 7, 2021** at 6 PM on the application of Jeffrey & Kandra Gervais for a Special Permit to build an accessory structure (two-car garage) on parcel 28B-B2 across the street from the existing house at 67 Lake View Drive, Leicester, MA. The meeting will be held virtually using GoToMeeting. Members of the public can attend virtually by visiting: https://global.gotomeeting.com/join/381177797 or by phone at 1 (877) 309-2073 by using access code 381-177-797. Copies of the plan and application may be inspected on the Zoning Board of Appeals web page at leicesterma.org. Any person interested or wishing to be heard on this application should appear at the time and place designated.

James Reinke, Chair
Leicester ZBA

March 24, 31, 2021

Because of a production error, the Wonderword and crossword puzzles in yesterday's T&G were outdated. Below are the correct puzzles for March 23.

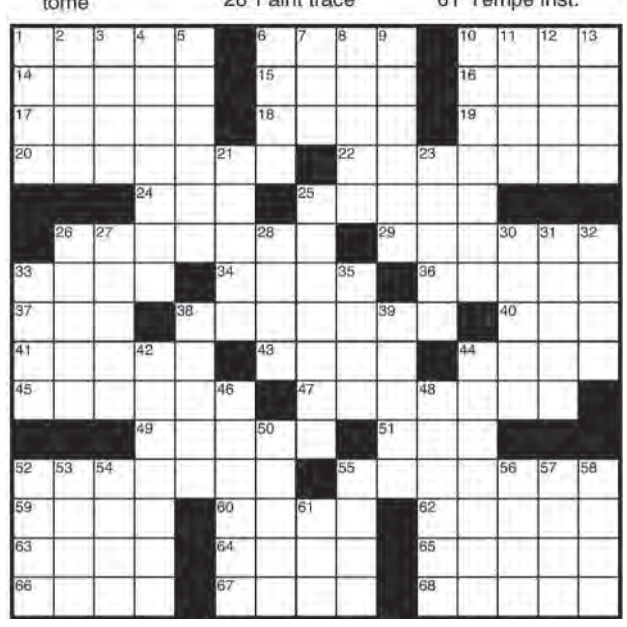
ACROSS
1 Goes in the pool
6 Pate de foie —
10 Overshot the puck
14 Become one
15 Flaccid
16 Agreeable
17 Place for lunch
18 Omani title
19 Weight rebate
20 Germ-free
22 Get depleted (2 wds.)
24 Kilt-wearer's no
25 Comic strip Viking
26 Loaded
29 Kind of staircase
33 Plow
34 Billion, as a prefix
36 Greek alphabet ender
37 PFC mail drop
38 Evergreen
40 Corduroy ridge
41 Where Kathmandu is
43 Garr of "Mr. Mom"
44 Groan causers
45 Got big (2 wds.)
47 Agreeing silently
49 Urgent
51 Long, long time
52 Nickname
55 Trellis, maybe
59 Jump over
60 Razorback
62 Qantas mascot
63 Bancroft of "The Graduate"
64 Finished last
65 Kind of statesman
66 Bound with string
67 Symphony or tome
68 See fit

DOWN
1 Total failures
2 Monogram pt.
3 Grape producer
4 Not subject to change
5 Soap opera
6 High spirits
7 Crater edge
8 Spanish girlfriend
9 New shoots
10 Short-term
11 Hi or bye
12 Pantyhose color
13 Bug repellent
21 Release (2 wds.)
23 Mist
25 School subject
26 Windshield device
27 Wed impulsively
28 Faint trace
30 Second showing
31 Curing cheese
32 Test sites, for short
33 Citrusy taste
35 Huge hairstyle
38 Hen comment
39 Northern duck
42 Was in store
44 Tiny aperture
46 Colorado town
48 Rendezvoused in space
50 Scouts' unit
52 Trench
53 Former Atlanta stadium
54 Dice throw
55 Techniques
56 Dry watercourse
57 Without — — to stand on
58 Knitter's supply
61 Tempe inst.

PREVIOUS PUZZLE SOLVED

S	T	E	E	P	■	C	A	M	S	■	S	T	A	B
O	H	A	R	E	■	R	Y	A	N	■	T	A	T	A
D	I	S	A	R	R	A	N	G	E	■	O	X	E	N
A	N	Y	■	S	I	T	■	S	A	P	L	I	N	G
■	■	■	F	I	N	E	D	■	K	O	I	■	■	■
A	B	R	O	A	D	■	E	M	E	N	D	E	D	■
L	E	A	R	N	■	S	C	O	R	E	■	L	I	V
T	A	D	A	■	P	O	L	L	S	■	L	E	G	O
O	U	I	■	D	R	U	I	D	■	S	O	N	I	C
■	S	O	J	O	U	R	N	■	A	E	R	A	T	E
■	■	■	A	D	D	■	E	G	G	E	D	■	■	■
C	A	R	G	O	E	S	■	L	A	S	■	H	U	E
A	G	O	G	■	N	A	T	U	R	A	L	I	S	T
L	U	B	E	■	C	A	V	E	■	W	A	F	E	R
F	E	E	D	■	E	B	A	Y	■	S	P	I	R	E

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HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the **WONDERWORD.**

GOING VEGAN — **Solution: 7 letters**

S	B	S	S	E	T	A	D	S	E	I	T	A	N	S
P	E	E	S	T	U	N	A	E	P	S	M	U	L	P
I	R	L	A	V	O	C	A	D	O	I	P	E	O	I
N	R	P	B	M	R	L	K	Y	S	U	C	T	P	N
A	I	P	L	A	L	E	M	N	O	I	A	E	A	R
C	E	A	D	I	T	I	A	S	R	T	S	L	S	U
H	S	I	T	C	L	E	T	A	O	D	L	A	T	T
T	S	R	H	K	B	U	G	N	E	W	H	E	A	T
H	O	U	E	R	N	U	I	E	K	A	M	M	P	H
T	P	M	E	L	S	O	S	S	V	I	S	N	A	S
D	P	A	A	L	N	I	L	M	L	E	B	R	R	A
T	D	W	E	T	C	I	L	R	A	G	R	O	S	U
S	A	G	S	T	O	R	R	A	C	Y	E	C	N	Q
R	A	I	S	I	N	S	U	M	M	U	H	R	I	S
B	A	N	A	N	A	S	E	M	U	G	E	L	P	Y

© 2021 Andrews McMeel Syndication www.wonderword.com 3/23

Almond, Apples, Avocado, Bagels, Bananas, Beans, Berries, Breads, Carrots, Cornmeal, Dates, Garlic, Herbs, Hummus, Kemp, Ketchup, Legumes, Lime, Make, Oils, Onion, Parsnip, Pasta, Peanuts, Plums, Potato, Radish, Raisins, Rice, Seeds, Seitan, Soup, Soy Milk, Spelt, Spices, Spinach, Squash, Sugar, Tomato, Tortilla, Turnips, Vegetables, Walnuts, Wheat, Yams

Yesterday's Answer: Cadence

Religious beliefs cause tension



Dear Annie
Annie Lane

Dear Annie: I was raised, along with my two sisters, in a very strict religion that frowns upon cultivating personal relationships outside of the church. In my teens, I realized I wasn't a religious person, so I stopped participating after I moved out of my parents' house. My decision to leave the religion caused my sisters to sever communication with me. After more than a decade, we have finally reconnected.

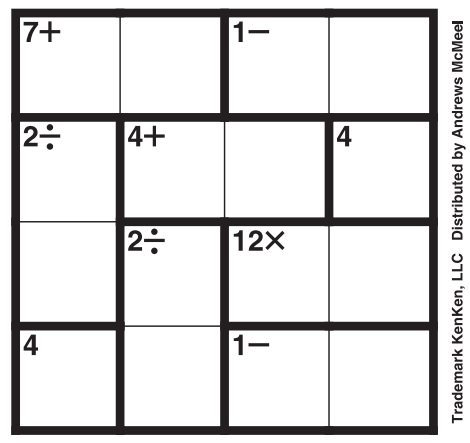
I am overjoyed to have relationships with them again, which includes sharing interests like books, movies and music. I know they abstain from questionable content, so I'm careful about what I share. I recently had a text conversation with my sister in which I mentioned that I would never want to disrespect her beliefs, so if my sharing made her uncomfortable, she should tell me so that I can alter my behavior. She responded with appreciation and also said that she viewed our relationship as an opportunity to share positive religion-related information with me without trying to sound too preachy or force me back into the religion.

Although her comment was without malice, I felt devastated. After all these years, despite missing and loving each other, she still can't accept me and the decisions I've made for my life. All the emotion I felt when I lost communication with her the first time came flooding back over me. I responded with a benign "I understand. Thank you!" I feel such dissonance between being honest with her and just continuing the relationship knowing it's based on an ulterior motive. I reprimand myself for foolishly believing the relationship was genuine. Should I just be grateful to have her back in my life and keep my feelings to myself? Would being honest do anything other than cause another rift?

– *Black Sheep*

Dear Black Sheep: Every relationship is different and has different limitations. Just as you want her to accept your decision, you should accept her decision to try and bring you back. You could tell her, "That's nice. I understand, but I am not changing my mind." Be kind and firm. She is doing the best she can with what she believes to be true, and you are doing the best you can with what you believe to be true.

KENKEN



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KenKen is a number puzzle that involves a bit of logic and a bit of simple math.

Rules: Monday through Wednesday, each row and each column must contain the numbers 1 through 4 without repeating. Thursday through Sunday, each row and column must contain the numbers 1 through 6. The numbers within heavily outlined boxes, called cages, must combine using the given operation (in any order) to produce the target number in the topleft corner. Freebies: Fill in single-box cages with the number in the top-left corner.

SUDOKU

Conceptis Sudoku — By Dave Green

			6	7	8			
		9				2		
	3	5				1	6	
5								9
2								8
	1	3	8		5	4	7	
			2		4			
		2				3		
		4	7	5	9	8		

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Difficulty Level ★★★ 3/24

Sudoku is a number-placing puzzle based on a 9x9 grid with several given numbers. The object is to place the numbers 1 to 9 in the empty squares so that each row, each column and each 3x3 box contains the same number only once. The difficulty level of the puzzle increases from Monday to Sunday.

Answers

Sudoku and KenKen puzzle answers appear on page 9B.

BRIDGE

Here is another of Anne Maverick's senryu mentioning a bidding convention: Opener bids one / With five-five in the majors / Use Michaels Cue-Bid. In the old days, if an opponent opened one of a suit and you overcalled two of that suit, you told everyone that you had game in your own hand. That cropped up about once a decade. Then a bridge player from Miami with unimaginative parents had an imaginative idea. Michael Michaels proposed that if an opponent opens one of a minor and you overcall two of that minor, you show at least 5-5 in the majors. Or, if he opens one of a major, overcalling two of that major shows at least 5-5 in the other major and either minor. There is no specific range for a Michaels. First, you find the right strain; then you worry about the correct level. In today's deal, against four spades, West leads the heart ace: nine, eight, four. He continues with the heart king: 10, two, five. What should he do next? Some deals are much easier to defend with one particular opposing hand face up on the table. Here, if South were the dummy, it would be much harder for West. Now, though, he can see that his side's only chance to defeat the contract is to collect two trump tricks, which requires a trump promotion. South surely has the spade ace for his jump to game. West leads a low heart at trick three and hopes partner ruffs with the spade queen, a so-called uppercut. Then, when South overruffs, West gains two trump tricks.



HOROSCOPES

Aries (March 21-April 19): Be clear regarding what you want to do and how you plan to proceed, but don't expect others to tag along or agree with you. Be 5 stars
Taurus (April 20-May 20): If you are anxious, you'll make a mistake. Don't give anyone a chance to railroad you into something you don't need or want. 2 stars
Gemini (May 21-June 20): Pull out all the stops and take action. It's what you do, not what you say, that will make the difference. 4 stars
Cancer (June 21-July 22): Rethink your motives and what you are trying to achieve. Rework your plan to fit the results you expect, and forge ahead. 3 stars
Leo (July 23-Aug. 22): Stop before you make an irreversible mistake. A romantic gesture will encourage a commitment. 3 stars
Virgo (Aug. 23-Sept. 22): Keep your life simple and your discussions truthful. You'll encounter a learning curve if you ignore what's happened in the past. 3 stars
Libra (Sept. 23-Oct. 22): Focus on fitness, health and spending energetic time with the people you love. 4 stars
Scorpio (Oct. 23-Nov. 21): Mull over your plans, and elaborate on what it is you want to pursue. 2 stars
Sagittarius (Nov. 22-Dec. 21): Steer clear of joint ventures. Concentrate on what you can do by yourself. Physical fitness is encouraged. 5 stars
Capricorn (Dec. 22-Jan. 19): It's time to do things differently. Keeping up with the changing times will ensure that you don't get left behind. 3 stars
Aquarius (Jan. 20-Feb. 18): Take control and sort through anything you've left unfinished. Do what makes you happy. 3 stars
Pisces (Feb. 19-March 20): Be quiet about your plans. The less anyone knows about your goals, the easier it will be for you to get things done.Put an end to being controlled. 3 stars
Birthday Baby: You are playful, enthusiastic and resourceful. You are expressive and unpredictable.

THE MENSING GROUP LLC
Massachusetts Cannabis Advisors
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Attachment B

March 29, 2021

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Product Manufacturing and Cultivation Marijuana Establishment is scheduled for Wednesday, April 7, 2021 at 6:00 p.m. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: https://zoom.us/j/94074131904

Meeting ID: 940 7413 1904

or Via Dial-in: (929) 205-6099 and entering Meeting ID

The proposed Product Manufacturing and Cultivation Marijuana Establishment is anticipated to be located at 217 River Road, Uxbridge, MA 01569. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Rhythm of Life Cannabis LLC,

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

Town of Uxbridge	Planning & Zoning Boards	21 SOUTH MAIN STREET, 2ND F	UXBRIDGE	MA	01569
Town of Uxbridge	Walenty Jennie R	21 SOUTH MAIN STREET	UXBRIDGE	MA	01569

THE MENSING GROUP LLC
Massachusetts Cannabis Advisors
Local Permitting | State Licensing | Business Advising

Attachment C

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

300 foot Abutters List Report

Uxbridge, MA
March 23, 2021

Subject Property:

Parcel Number: 45_4066
CAMA Number: 45_4066_
Property Address: 217 RIVER RD

Mailing Address: UXBRIDGE PRO STORAGE INC
400 WEST ST
UXBRIDGE, MA 01569

Abutters:

Parcel Number: 45_4024
CAMA Number: 45_4024_
Property Address: 201 RIVER RD

Mailing Address: [redacted]
MENDON, MA 01756

Parcel Number: 45_4053
CAMA Number: 45_4053_
Property Address: 209 RIVER RD

Mailing Address: [redacted]
MENDON, MA 01756

Parcel Number: 45_4058
CAMA Number: 45_4058_
Property Address: 20 MEGAN COURT

Mailing Address: [redacted]
SLATERSVILLE, RI 02876-0307

Parcel Number: 45_4087
CAMA Number: 45_4087_
Property Address: 10 MEGAN COURT

Mailing Address: [redacted]
UXBRIDGE, MA 01569

Parcel Number: 45_4832
CAMA Number: 45_4832_
Property Address: 15 MEGAN COURT

Mailing Address: [redacted]
SOUTHBRIDGE, MA 01550

Parcel Number: 45_4864
CAMA Number: 45_4864_
Property Address: 726 QUAKER HWY

Mailing Address: [redacted]
MENDON, MA 01756

Parcel Number: 46_2079
CAMA Number: 46_2079_
Property Address: MILLVILLE RD

Mailing Address: [redacted]
CUMBERLAND, RI 02864

Parcel Number: 46_3318
CAMA Number: 46_3318_
Property Address: 237 RIVER RD

Mailing Address: [redacted]
NORTH SCITUATE, RI 02857

Parcel Number: 46_3348
CAMA Number: 46_3348_
Property Address: 227 RIVER RD

Mailing Address: [redacted]
UXBRIDGE, MA 01569

Parcel Number: 46_4171
CAMA Number: 46_4171_
Property Address: 740 QUAKER HWY

Mailing Address: [redacted]
UXBRIDGE, MA 01569

300 foot Abutters List Report

Uxbridge, MA
March 23, 2021

Parcel Number: 46_4319
CAMA Number: 46_4319_
Property Address: 330 RIVER RD

Mailing Address: [redacted]
UXBRIDGE, MA 01569-1851 ✓

Donna C Hardy 3/23/21

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Product	Qty	Unit Price	Price
First-Class Mail® Letter Uxbridge, MA 01569 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 04/01/2021	1	$0.55	$0.55
Cert of Mailing			$1.55
Total			$2.10
First-Class Mail® Letter Cumberland, RI 02864 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 04/01/2021	1	$0.55	$0.55
Cert of Mailing			$1.55
Total			$2.10
First-Class Mail® Letter Mendon, MA 01756 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 04/01/2021	1	$0.55	$0.55
Cert of Mailing			$1.55
Total			$2.10
First-Class Mail® Letter North Scituate, RI 02857 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 04/01/2021	1	$0.55	$0.55
Cert of Mailing			$1.55
Total			$2.10
First-Class Mail® Letter Worcester, MA 01608 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 04/01/2021	1	$0.55	$0.55
Cert of Mailing			$1.55
Total			$2.10
First-Class Mail® Letter Worcester, MA 01606 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 04/01/2021	1	$0.55	$0.55
Cert of Mailing			$1.55
Total			$2.10
First-Class Mail® Letter Harrisville, RI 02830 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 04/01/2021	1	$0.55	$0.55
Cert of Mailing			$1.55
Total			$2.10
First-Class Mail® Letter Uxbridge, MA 01569 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 04/01/2021	1	$0.55	$0.55
Cert of Mailing			$1.55
Total			$2.10
First-Class Mail® Letter Mendon, MA 01756 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 04/01/2021	1	$0.55	$0.55
Cert of Mailing			$1.55
Total			$2.10
First-Class Mail® Letter Slatersville, RI 02876 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 04/01/2021	1	$0.55	$0.55
Cert of Mailing			$1.55
Total			$2.10
First-Class Mail® Letter Southbridge, MA 01550 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 04/01/2021	1	$0.55	$0.55
Cert of Mailing			$1.55
Total			$2.10
First-Class Mail® Letter Uxbridge, MA 01569 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 04/01/2021	1	$0.55	$0.55
Cert of Mailing			$1.55
Total			$2.10

First-Class Mail® 1 $0.55
Letter
Uxbridge, MA 01569
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/01/2021
Cert of Mailing $1.55
Total $2.10

First-Class Mail® 1 $0.55
Letter
Uxbridge, MA 01569
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/01/2021
Cert of Mailing $1.55
Total $2.10

Grand Total: $44.10

Credit Card Remitted $44.10
Card Name: VISA
Account #: XXXXXXXXXXXX7320
Approval #: 319223
Transaction #: 253
AID: A0000000031010 Chip
AL: VISA CREDIT
PIN: Not Required

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COVID-19. We appreciate your patience.
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Clerk: 13

First-Class Mail® 1 $0.55
Letter
Douglas, MA 01516
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/01/2021
Cert of Mailing $1.55
Total $2.10

First-Class Mail® 1 $0.55
Letter
Mendon, MA 01756
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/01/2021
Cert of Mailing $1.55
Total $2.10

First-Class Mail® 1 $0.55
Letter
Millville, MA 01529
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/01/2021
Cert of Mailing $1.55
Total $2.10

First-Class Mail® 1 $0.55
Letter
Slatersville, RI 02876
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/01/2021
Cert of Mailing $1.55
Total $2.10

First-Class Mail® 1 $0.55
Letter
Whitinsville, MA 01588
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/01/2021
Cert of Mailing $1.55
Total $2.10

First-Class Mail® 1 $0.55
Letter
Sutton, MA 01590
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/01/2021
Cert of Mailing $1.55
Total $2.10

First-Class Mail® 1 $0.55
Letter
Uxbridge, MA 01569
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/01/2021
Cert of Mailing $1.55
Total $2.10

Rhythm of Life Cannabis, LLC

Adult Use Marijuana Establishment for Cultivation and Product Manufacturing
217 River Road, Uxbridge, Mass., Worcester County
Assessor ID 45-4066

Plan to Remain Compliant with Local Permits and Zoning

Rhythm of Life Cannabis, LLC (the Applicant), is seeking a marijuana cultivation and production establishment at 217 River Road in the Town of Uxbridge and the site is located within the Town's Industrial B (IB) zoning district and these marijuana uses are allowed as of right, by building permit, in this zone. The site consists of approximately one acre and hosts an existing warehouse/storage type building to be utilized for the marijuana operations.

The Applicant is committed to remaining compliant with all applicable zoning bylaws of the Town of Uxbridge, MA, including, but not limited to Chapter 400, ZONING BYLAWS, §400-23. Pursuant to §400-23(B)(1), Applicant has secured a Host Community Agreement with the Town of Uxbridge. Applicant's cultivation and production facility is to be located at 56 Industrial Drive, Uxbridge, MA 01569, which falls within the Industrial B zoning district, and which complies with the requirements of §400-23(B)(2). Pursuant to §400-23(B)(3), Applicant's facility does not violate the 750-foot minimum distance buffer required between a marijuana establishment and a public/private school serving grades K-12. Applicant shall remain compliant with all applicable zoning requirements, both those enumerated herein that are specifically applicable to marijuana establishments, and to all other applicable zoning bylaws governing front-, side-, and rear- lot setbacks, curb cuts, signs, emergency vehicle access, and shall further remain in compliance with the terms of its certificate of occupancy. As a Cultivator and Product Manufacturer , which the Town of Uxbridge defines as a "Marijuana Establishment" under §400-23(A)(6), and which is located in the Industrial B zoning district, Applicant is permitted by right as a principal use to conduct its operations pursuant to the specific requirements enumerated herein and Article III, §400-10. Applicant shall also obtain a license from the Board of Selectmen pursuant to Uxbridge General Bylaws, Section 60, on "Marijuana Licenses".

The site is located within 200 feet of the Blackstone River and under the Massachusetts Rivers Protection Act any new construction or excavation to the land area may require the filing of a notice of intent with, and receipt of an order of conditions from, the Uxbridge Conservation Commission. However, since the parking area is currently paved and applicant is utilizing an existing warehouse building, with no planned alterations to the land area at the site, there are no anticipated filings with the conservation commission.

The time frame for obtaining permits for this marijuana establishment's is as follows: A building permit with professional engineering stamped/signed plans will be submitted for application for building permit and the building dept. has 30 days to issue upon confirmation that submitted construction filings/plans comply with building code. After construction, a certificate of use/occupancy will be required prior to commencing operations, which typically takes 15 to 30 days to obtain.

END OF COMPLIANCE PLAN

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

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

Applicant

I, Kristofer Artz, (*insert name*) certify as an authorized representative of Rhythm of Life Cannabis LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Uxbridge (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on April 14, 2021 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Steve Sette, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Uxbridge (*insert name of host community*) to certify that the applicant and Uxbridge (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 14, 2021 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

POSITIVE IMPACT PLAN *Governed by M.G.L. c. 94G, §4 and 935 CMR 500.101(1)(a)(11)*

Rhythm of Life, LLC ("ROL") is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition specifically the following groups that the Cannabis Control Commission has identified:

1. Past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission ("CCC").
2. Massachusetts residents who have past drug convictions.
3. Massachusetts residents who have parents or spouses who have past drug convictions.

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

GOAL: Provide at least three (3) Massachusetts residents who have past drug convictions or who have parents or spouses who have had drug convictions with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry and the workforce in general.

PROGRAM: Our commitment to positively impact disproportionately harmed populations is an essential part of the company's ethos. Specifically, to implement the defined Goal, ROL will:

Host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. The workshop will also assist individuals through the sealing process with the courts or probation department. The workshop will be advertised in print and online sources to include ADI and local newspapers and CCC boards. Specific sources utilized will include, but not be limited to, the Worcester Telegram and Gazette (to target the Worcester community) and the Southbridge Evening News (to target the Southbridge community). The workshop will be held at ROL's facilities, and will each have a capacity of at least 10 participants. The topics for the workshops will include practical training and information that will assist Massachusetts residents to identify and seal eligible drug convictions.

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

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

DISCLOSURES

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

Any actions taken, or programs instituted, by ROL will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
ROL understands that the progress or success of this plan must be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.103(4)(b).

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

February 22, 2021

TO WHOM IT MAY CONCERN:

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

RHYTHM OF LIFE CANNABIS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 23, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **BRETT HANSEN, SARA WILLIAMSON, KRISTOFER ARTZ**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **BRETT HANSEN, SARA WILLIAMSON, KRISTOFER ARTZ**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:BOD

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

mass.gov/dor

Letter ID: L0321514816
Notice Date: March 1, 2021
Case ID: 0-001-104-752

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

RHYTHM OF LIFE CANNABIS LLC
217 RIVER RD
UXBRIDGE MA 01569-2246

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

RHYTHM OF LIFE CANNABIS LLC
OPERATING AGREEMENT

This Operating Agreement (this "Operating Agreement") of Rhythm of Life Cannabis LLC, a Massachusetts limited liability company (the "Company"), is entered into as of March 15, 2021 (the "Effective Date") by and among the Company and the Members executing this Operating Agreement as of the date hereof. The Company, Members and Managers each are referred to herein separately as "Party" and are referred to herein collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the Company was formed under the laws of the Commonwealth of Massachusetts by the filing of a Certificate of Organization with the Secretary of the Commonwealth (the "Secretary of State") on November 23, 2020, as amended on the same day thereof, in accordance with the Massachusetts Limited Liability Company Act (the "Massachusetts Act"); and

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

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions.

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

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

(1) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

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

(b) "Adjusted Taxable Income" of a Member for a Fiscal Year (or portion thereof) with respect to the Membership Interest held by such Member means the federal taxable income allocated by the Company to the Member with respect to its Membership Interest (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); *provided*, that such taxable income shall be computed (i) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to its Membership Interest that were not previously taken into account for purposes of determining such Member's Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be

available under the Code to offset income of the Member (or, as appropriate, the direct or indirect owners of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years, and (ii) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

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

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

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

(f) "Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; *provided*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Managers in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

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

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

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

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

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

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

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(4) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); *provided*, that Book Values shall not be adjusted pursuant to this paragraph (4) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (4); and

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

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

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

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

(k) "Company Minimum Gain" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

(l) "Economic Interest" means the share of profits or other compensation by way of income and return of contributions an Economic Interest Owner is entitled to, but shall not include any right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members.

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

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

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

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

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

(r) "GAAP" means United States generally accepted accounting principles in effect from time to time.

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

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

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

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

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

(x) "Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

(y) "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

(z) "Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(i), substituting the term "Member" for the term "partner" as the context requires.

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

(bb) "Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Operating Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, 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 taxable loss), but with the following adjustments:

(1) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(2) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(I) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(3) any 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 Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(4) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(5) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(6) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

(cc) "Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

(dd) "Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

(ee) "Operational" means the Company is generating revenues.

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

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

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

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

(jj) "Securities Act" means the Securities Act of 1933.

(kk) "Substituted Member" means any Person admitted to the Company as a Member in connection with the acquisition of another Member's Membership Interest pursuant to the terms of this Agreement.

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

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

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

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

Section 1.02 Interpretation.

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

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on November 23, 2020 pursuant to the provisions of the Massachusetts Act, upon the filing of the of Organization with the Secretary of the Commonwealth.

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

Section 2.02 Purpose.

The Company's purposes shall be to operate one or more marijuana establishments, to engage in other business activities reasonably related thereto, and to engage in any other act and to transact any and all business endeavors which a limited liability company may transact under the Massachusetts Act. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Massachusetts Act.

Section 2.03 Name.

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

Section 2.04 Principal Office.

The principal office of the Company is located at 217 River Road, Uxbridge, MA 01569, or such other place as may from time to time be determined by the Managers. The Managers shall give prompt notice of any such change to each of the Members.

Section 2.05 Registered Office and Registered Agent.

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

Section 2.06 Filings; Registered Office; Registered Agent.

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

(b) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Managers may designate from time to time in the manner provided by the Massachusetts Act and Applicable Law.

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

Section 2.07 Term.

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

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions.

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

Section 3.02 Additional Capital Contributions.

No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the

Member or Members holding a majority of the Membership Interests. To the extent that a Member makes an additional Capital Contribution to the Company, the Managers shall revise the Members Schedule to reflect an increase in the Membership Interest of the contributing Member that fairly and equitably reflects the value of its additional Capital Contribution in relation to the aggregate amount of all Capital Contributions made by the Members.

Section 3.03 Maintenance of Capital Accounts.

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

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any additional Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article V; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

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

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

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

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

Section 3.04 Succession Upon Transfer.

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

Section 3.05 Negative Capital Accounts.

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

Section 3.06 No Withdrawals From Capital Accounts.

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

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

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

Section 3.07 Loans From Members.

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

Section 3.08 Modifications.

The foregoing provisions and the other provisions of this Operating Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Managers determine that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Managers may authorize such modifications without the consent any Member.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.

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

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

Managers shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability.

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

Section 4.03 Death.

The death of any Member shall not cause the dissolution of the Company. In such event: (i) the Company and its business shall be continued by the remaining Member or Members, and the executor, administrator, trustee, surviving spouse, or other legal representative of such deceased Member shall sell, and (ii) the Company, at its election, shall purchase all (but not less than all) of the Membership Interests owned by the deceased Member at the time of his or her death at a Purchase Price set forth in Section 12.03 below. Such Purchase Price shall be paid, at the Company's election in either (x) one lump sum by certified or official bank check or by wire transfer of immediately available funds or (y) installment payments evidenced by a promissory note made at the time of purchase, which shall bear interest at the rate of five percent (5%) per annum (or the maximum rate allowable under Applicable Law if less than five percent (5%) per annum). If the Purchase Price paid in installment payments, the Company shall pay such amount plus accrued interest in twelve (12) equal quarterly installments. The Company shall have the right to pay all or any part of such promissory note at any time or times in advance of maturity without premium or penalty by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.

Section 4.04 Meetings of Members.

(a) Meetings of the Members may be called by (i) the Managers or (ii) by a Member or group of Members holding a majority of the Membership Interests.

(b) Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than thirty (30) days before the date of the meeting to each Member, by or at the direction of the Managers or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place as the Managers or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

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

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Members; *provided*, that the appropriate Members shall have been notified of the meeting in accordance with Section 4.04(b). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.05 Quorum.

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

Section 4.06 Action without a Meeting.

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

Section 4.07 Power of Members.

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

Section 4.08 No Interest in Company Property.

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

Section 4.09 Certification of Membership Interests.

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

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

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

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

Section 4.10 Other Activities; Business Opportunities.

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

ARTICLE V
ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss.

For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations.

Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02 is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the "qualified income offset" requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this Article V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value in Section 1.01, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset

shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Managers taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Operating Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests.

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

ARTICLE VI
DISTRIBUTIONS

Section 6.01 General.

(a) Subject to Section 6.02, distributions of available cash shall be made to the Members when and in such amounts as determined by the Managers in their sole discretion. After making all distributions required for a given Fiscal Year under Section 6.02, distributions determined to be made by the Managers pursuant to this Section 6.01(a) shall be paid to the Members in accordance with their respective Membership Interests.

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

Section 6.02 Tax Advances.

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

(b) If, at any time after the final Quarterly Estimated Tax Amount has been distributed pursuant to Section 6.02(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "Shortfall Amount"), then the Company shall use commercially reasonable efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to distribute Shortfall Amounts with respect to a Fiscal

Year before the 75th day of the next succeeding Fiscal Year; *provided*, that if the Company has made distributions other than pursuant to this Section 6.02, the Managers may apply such distributions to reduce any Shortfall Amount.

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

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

Section 6.03 Tax Withholding; Withholding Advances.

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

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

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

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

Section 6.04 Distributions in Kind.

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

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

ARTICLE VII
MANAGEMENT

Section 7.01 Management of the Company.

The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Managers. Subject to the provisions of Section 7.05, the Managers shall have, and are hereby granted, full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as they may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, including, without limitation to consult and retain appropriate business, legal, and tax advice and counsel related thereto, and to issue additional Membership Interests or admit additional Members to the Company.

Section 7.02 Number, Election and Term of Managers.

(a) The number of Managers shall be fixed from time to time by the affirmative vote of the Member or Members holding a majority of the outstanding Membership Interests, but the number of Managers shall not be less than one (1) nor more than the number of Members. The Company shall initially have three (3) Managers, who shall be Kristofer Artz, Brett Hansen, and Sara Williamson.

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

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

Section 7.03 Removal; Resignation.

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

(b) "Cause" means:

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

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

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

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

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

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

(c) A Manager may resign at any time by delivering their written resignation to the Company. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The acceptance of a resignation by the other Managers shall not be necessary to make it effective.

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

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

Section 7.04 Action by Managers.

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

(b) On any matter that is to be voted on by Managers, a Manager may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as

otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Manager executing it unless otherwise provided in such proxy; *provided*, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

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

Section 7.05 Actions Requiring Approval of Members.

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.06 Officers.

The Managers may appoint individuals as officers of the Company as they deem necessary or desirable to carry on the business of the Company and the Managers may delegate to such officers such power and authority as the Managers deem advisable. No officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each officer shall hold office until their successor is designated by the Managers or until their earlier death, resignation or removal. Any officer may resign at any time on written notice to the Managers. Any officer may be removed by the Managers with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Managers.

Section 7.07 Other Activities of Managers; Business Opportunities.

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

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

(a) Any Manager shall be reimbursed all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by the majority vote of the Membership Interests.

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

Section 7.09 No Personal Liability.

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

ARTICLE VIII
INTELLECTUAL PROPERTY

Section 8.01 Member IP.

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

Section 8.02 Company IP

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

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

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

Section 8.03 Work for Hire.

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

ARTICLE IX
TRANSFERS

Section 9.01 General Restrictions on Transfer.

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

(b) Members may Transfer of all or any portion of its Membership Interest to any of the following:

(i) a trust under which the distribution of Membership Interests may be made only to such Member, so long as such Member retains control of all voting rights related to such trust during such Member's lifetime; or

(ii) a corporation, partnership or limited liability company, the stockholder or member of which is only such Member, so long as such Member retains control of all voting rights related to such entity during such Member's lifetime;

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

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Massachusetts Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(d) No Membership Interest shall be pledged, hypothecated, or otherwise voluntary encumbered without the unanimous approval of the disinterested Members.

Section 9.02 Admission of Transferees as Members.

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

Section 9.03 Complete Assignment by Member.

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

Section 9.04 Membership Interests Covered.

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

Section 9.05 Future Issuances.

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

ARTICLE X
EVENTS THAT TRIGGER OPTION TO BUY MEMBERSHIP INTERESTS

Section 10.01 Triggering Voluntary Transfers.

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

Section 10.02 Triggering Involuntary Transfer.

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

Transferring Member at the effective date of the Involuntary Transfer pursuant to the terms of Article X and Article XIII.

ARTICLE XI
PROCEDURES TO EXECUTE AN OPTION TO BUY MEMBERSHIP INTERESTS

Section 11.01 Exercise of Option.

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

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

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

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

unless within thirty (30) days following the receipt of written notice to that effect, the Over-Allotment Participating Members deliver a joint written notice to the Company and the Offering Member or Transferring Member, as the case may be, agreeing to a different allocation for all (but not less than all) of the remaining Option Interests. Each Over-Allotment Participating Member's exercise notice shall be binding upon delivery and irrevocable by the Over-Allotment Participating Member.

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

Section 11.02 Lump Sum or Installment Payments.

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

Section 11.03 Cooperation.

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

Section 11.04 Failure to Exercise Option.

In the case of an option to purchase the Offered Interests of an Offering Member pursuant to Section 11.01, if neither the Company nor the Remaining Members elect to purchase all of the Offered Interests, then the Offering Member may, during the thirty (30) day period following the expiration of the required periods of such option (which period may be extended for a reasonable time not to exceed ninety (90) days), subject to and under this Operating Agreement, Transfer, all of such Offered Membership Interests on terms and conditions no more favorable to such Transferee than those specified in an offer made under or as provided by this Operating Agreement. If the Offering Member does not Transfer the Option Interests within such period, the rights provided hereunder shall be deemed to be revived and the Option Interests shall not be offered to any Person unless first re-offered to the Company and the Remaining Members in accordance with this Operating Agreement.

Section 11.05 Drag-Along Rights

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

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

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

(1) the name of the person or entity to whom such Membership Interests are proposed to be sold;

(2) the proposed date, time and location of the closing of the sale;

(3) the proposed amount of consideration for the Drag-along Sale and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and

(4) a copy of any form of agreement proposed to be executed in connection therewith.

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

(1) the consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per percentage interest and the terms and conditions of such sale shall, except as otherwise provided in Section 11.05(d)(iii), be the same as those upon which the Dragging Member sells its Membership Interests;

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

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

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

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

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

Section 11.06 No Further Rights or Obligations.

If a Member's Membership Interests are sold in connection with a voluntary Transfer or Involuntary Transfer, the Member shall cease to be a party to this Agreement and shall have no further rights or obligations hereunder, and this Agreement may be amended or terminated without the Member's consent.

ARTICLE XII
PURCHASE PRICE

Section 12.01 Stipulated Value.

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

Section 12.02 Value to be Stipulated Quarterly or Annually.

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

Section 12.03 Purchase Price.

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

Section 12.04 Failure to Stipulate Does Not Invalidate Operating Agreement.

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

ARTICLE XIII
EXCULPATION AND INDEMNIFICATION

Section 14.01 Exculpation of Covered Persons.

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

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

Section 13.02 Good Faith Reliance.

Each Covered Person and each Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence

and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Massachusetts Act.

Section 13.03 Liabilities and Duties of Covered Persons and Managers.

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

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

Section 13.04 Indemnification.

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

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

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

(iii) *provided, however*, that (x) such Indemnified Person acted in good faith and in a manner believed by such Indemnified Person to be in, or not opposed to, the best interests of the Company and within the scope of such Indemnified Person's authority conferred on them by the

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

(b) Control of Defense. Upon a Indemnified Person's discovery of any claim, lawsuit or other proceeding relating to any Losses for which such Indemnified Person may be indemnified pursuant to this Section 13.04, the Indemnified Person shall give prompt written notice to the Company of such claim, lawsuit or proceeding; *provided*, that the failure of the Indemnified Person to provide such notice shall not relieve the Company of any indemnification obligation under this Section 13.04, unless the Company shall have been materially prejudiced thereby. Subject to the approval of the disinterested Members, the Company shall be entitled to participate in or assume the defense of any such claim, lawsuit or proceeding at its own expense. After notice from the Company to the Indemnified Person of its election to assume the defense of any such claim, lawsuit or proceeding, the Company shall not be liable to the Indemnified Person under this Operating Agreement or otherwise for any legal or other expenses subsequently incurred by the Indemnified Person in connection with investigating, preparing to defend or defending any such claim, lawsuit or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit or proceeding, the Indemnified Person shall have the right to assume the defense of such claim, lawsuit or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit or proceeding without the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed).

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

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

(e) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Indemnified Person of such Indemnified Person's duties in such amount and with such deductibles as the Managers may determine; *provided*, that the failure to obtain such insurance shall not affect the right to indemnification of any Indemnified Person under the indemnification provisions contained herein,

including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Indemnified Person recovers any amounts in respect of any Losses from any insurance coverage, then such Indemnified Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Indemnified Person by the Company in respect of such Losses.

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

(g) Savings Clause. If this Section 13.04 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 13.04 to the fullest extent permitted by any applicable portion of this Section 13.04 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

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

Section 13.05 Survival.

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

ARTICLE XIV
ACCOUNTING; TAX MATTERS

Section 14.01 Financial Statements.

The Company shall furnish to each Member the following reports:

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

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

(c) Monthly Financial Statements. As soon as available, and in any event within 30 days after the end of each monthly accounting period in each fiscal quarter (other than the last month of the fiscal quarter), unaudited consolidated balance sheets of the Company as at the end of each such monthly period and for the current Fiscal Year to date and unaudited consolidated statements of income, cash flows and Members' equity for each such monthly period and for the current Fiscal Year to date, all in reasonable detail and all prepared in accordance with GAAP, consistently applied (subject to normal year-end audit adjustments and the absence of notes thereto).

Section 14.02 Inspection Rights.

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

Section 14.03 Income Tax Status.

It is the intent of this Company and the Members that this Company shall be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 14.04 Tax Matters Representative.

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

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

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

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

(e) Section 754 Election. The Tax Matters Representative will make an election under Code Section 754 if requested in writing by another Member.

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

Section 14.05 Tax Returns.

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

Section 14.06 Company Funds.

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

ARTICLE XV
DISSOLUTION AND LIQUIDATION

Section 15.01 Events of Dissolution.

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

(a) an election to dissolve the Company made by all of the holders of the Membership Interests;

(b) the sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under the Massachusetts Act.

Section 15.02 Effectiveness of Dissolution.

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

Section 15.03 Liquidation.

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

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

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

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

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

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

(iii) *third*, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

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

Section 15.04 Cancellation of Certificate of Organization.

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

Section 15.05 Survival of Rights, Duties and Obligations.

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

Section 15.06 Recourse for Claims.

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

ARTICLE XVI
MISCELLANEOUS

Section 16.01 Expenses.

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

Section 16.02 Further Assurances.

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

Section 16.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Operating Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Operating Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "Confidential Information"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than

solely for the purposes of such Member monitoring and analyzing its investment in the Company, including, without limitation, use for personal, commercial or proprietary advantage or profit, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

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

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

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

Section 16.04 Notices.

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

If to the Company:

Rhythm of Life Cannabis LLC
Attn: Kristofer Artz
11 Fox Run, #10
Marshfield, MA 020510
E-Mail: rhythmoflifecannabis@gmail.com

with a copy to :

Cristina Buccola, Esq.
CB Counsel PLLC
156 Bank Street #GB
New York, New York 10014
Tel: (212) 929-7447
E-Mail: cb@cbcounsel.com

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

Section 16.05 Headings.

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

Section 16.06 Severability.

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

Section 16.07 Entire Agreement.

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

Section 16.08 Successors and Assigns.

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

any Member except as permitted by this Operating Agreement and any assignment in violation of this Operating Agreement shall be null and void.

Section 16.09 No Third-Party Beneficiaries.

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

Section 16.10 Amendment.

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

Section 16.11 Waiver.

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Operating Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 16.11 shall diminish any of the explicit and implicit waivers described in this Agreement.

Section 16.12 Governing Law.

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

Section 16.13 Submission to Mediation and Arbitration.

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

(b) Mediation. A Dispute shall first be resolved by nonbinding confidential mediation with a single mediator administered by the Judicial Arbitration and Mediation Services ("JAMS").

Mediation may be initiated by written notice by any Member to the other Members, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. The Members shall jointly choose the mediator from the list of JAMS Neutrals. If the Members cannot agree on a mediator, at the written request of a Member, JAMS shall designate a mediator.

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

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

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

(f) The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding Member has had an adequate opportunity to respond to any such application for such disposition. No discovery shall be permitted in connection with the arbitration, except to the extent that it is expressly authorized by the arbitrators upon a showing of substantial need by the Member seeking discovery. Before making any disclosure permitted by the AAA Rules, a Member shall give written notice to the other Members and afford such Member a reasonable opportunity to protect its interests.

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

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

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

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

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

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

Section 16.13 Counterparts.

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

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

The Company: RHYTHM OF LIFE LLC By: _____ Name: Kristofer Artz Title: Manager	**The Members:** _____ KRISTOFER ARTZ _____ BRETT HANSEN _____ SARA WILLIAMSON
	The Managers: _____ KRISTOFER ARTZ _____ BRETT HANSEN _____ SARA WILLIAMSON

EXHIBIT A
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Joinder Agreement") is executed pursuant to the terms of the Limited Liability Company Agreement of Rhythm of Life Cannabis LLC (the "Company") dated as of March 15, 2021, a copy of which is attached hereto and is incorporated herein by reference (the "Operating Agreement"). All capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Agreement. By execution and delivery of this Joinder Agreement, the undersigned agrees as follows:

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

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

3. Notice. Any notice required to be provided by the Agreement shall be given to the undersigned at the address listed beside such undersigned's signature below.

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

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

_____
[Name]

Address for Notices:

_____

_____

SCHEDULE A
MEMBERS SCHEDULE

Member Name and Address	Membership Interest / Capital Contribution
Kristofer Artz 11 Fox Run #10 Marshfield, MA 02050	66% / $66
Brett Hansen 949 State Road Plymouth, MA 02360	24% / $24
Sara Williamson 11 Fox Run #10 Marshfield, MA 02050	10% / $10
Total:	100% / $100

SCHEDULE B
MANAGERS' SCHEDULE

Manager Name and Address

Kristofer Artz
11 Fox Run #10
Marshfield, MA 02050
Email:

Brett Hansen
949 State Road
Plymouth, MA 02360
Email:

Sara Williamson
11 Fox Run #10
Marshfield, MA 02050
Email:

Certificate of Good Standing or Compliance from the Massachusetts Department of Unemployment Assistance Attestation Form

Signed under the pains and penalties of perjury, I, Kristofer Artz, an authorized representative of Rhythm of Life Cannabis LLC certify that Rhythm of Life Cannabis LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

Signature of Agent

Date 3-4-2021

Name: Kristofer Artz

Title: Owner/CEO

Entity: Rhythm of Life Cannabis LLC

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001471842

1. The exact name of the limited liability company is: RHYTHM OF LIFE CANNABIS LLC

2a. Location of its principal office:

No. and Street: 11 FOX RUN
APT 10
City or Town: MARSHFIELD State: MA Zip: 02050 Country: USA

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

No. and Street: 11 FOX RUN
APT 10
City or Town: MARSHFIELD State: MA Zip: 02050 Country: USA

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

ORGANIZING IN ORDER TO APPLY FOR LICENSE WITH THE CCC

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: KRISTOFER ARTZ
No. and Street: 11 FOX RUN
APT 10
City or Town: MARSHFIELD State: MA Zip: 02050 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	KRISTOFER ARTZ	11 FOX RUN MARSHFIELD, MA 02050 USA
MANAGER	BRETT HANSEN	949 STATE RD. PLYMOUTH, MA 02360 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

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of November, 2020,
KRISTOFER ARTZ

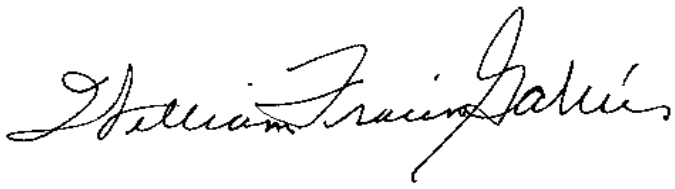
(The certificate must be signed by the person forming the LLC.)

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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:

November 23, 2020 11:55 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

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

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KRISTOFER ARTZ

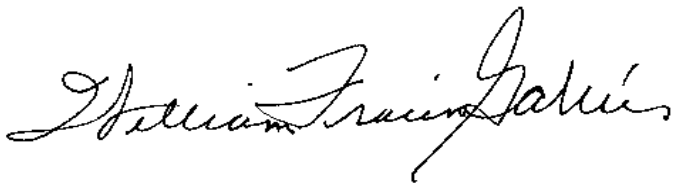
(The certificate must be signed by the person forming the LLC.)

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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:

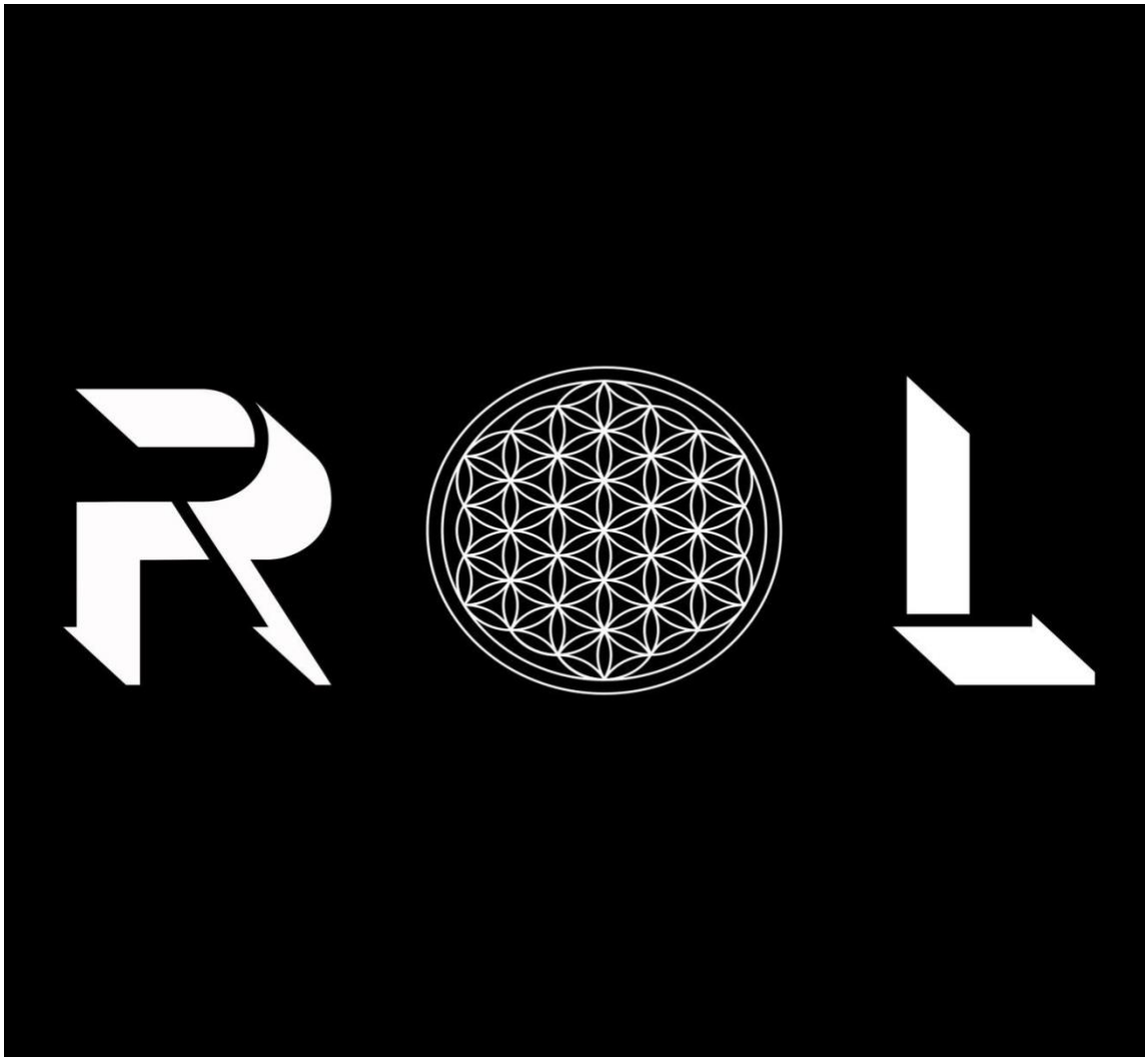
November 23, 2020 11:55 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Rhythm of Life Cannabis, LLC



Business Plan

February 21, 2021

Table of Contents

1. **Executive Summary.....3**
   - 1.1. Mission Statement
   - 1.2. License Type
   - 1.3. Product
   - 1.4. What Drives Us

2. **Company Description……..4**
   - 2.1. Structure
   - 2.2. Operations
   - 2.3. Security
   - 2.4. Benefits to the Municipality
   - 2.5. Zoning

3. **Market Research……...7**
   - 3.1. Industry
   - 3.2. Competitors
   - 3.3. Competitive Advantage
   - 3.4. Regulations

4. **Marketing & Sales…….9**
   - 4.1. Growth Strategy
   - 4.2. Communications
   - 4.3. Sales
   - 4.4. Logo
   - 4.5. Projected Profits

5. **Team……11**
   - 5.1. General
   - 5.2. Founding Members

6. **Final Remarks ……...12**

1. Executive Summary

1.1. Mission Statement

Rhythm of Life Cannabis, LLC ("ROL" or "Rhythm of Life") is a family-owned innovative cannabis company that will bring the highest quality cannabis to Massachusetts by producing a wide variety of indica, sativa, and hybrid strains. Our plants will produce a high yield of consistent, quality product in a clean and safe cultivation facility.

Our mission: To consistently grow high quality cannabis, at a high yield rate with low production costs in a safe and clean facility to enhance the quality of life of our adult-use consumers.

1.2. License Type

Rhythm of Life is applying for two licenses from the Massachusetts Cannabis Control Commission to operate a Cannabis Establishment Tier One Cannabis Cultivator and a Cannabis Product Manufacturer in Uxbridge, MA.

1.3. Product

Rhythm of Life will cultivate a wide range of cannabis strains and varieties including sativa, indica and hybrid, and sell for wholesale to licensed Product Manufacturers,Retailers, and Wholesale Delivery operators. ROL will also be processing and packaging our cannabis products, then transporting them to cannabis retailer establishments, and will not be selling directly to consumers.

1.4. Main Goals

ROL's goals include:

1. Consistently cultivating a wide variety of the highest quality of cannabis to Cannabis Establishments including, sativa, indica, and hybrid stains;
2. Creating a healthy work environment filled with respect and fairness to all;
3. Hiring contractors and employees from Uxbridge and the surrounding local community;
4. Hiring a diverse group of employees including all races, genders and disabilities and accommodate as needed;
5. We will not tolerate any unlawful harassment of employees by anyone.

2. Company Description

2.1. Structure

Rhythm of Life is a cultivation and manufacturing company that is applying to receive licensure with the Massachusetts Commission. ROL will file in the specified way provided by the Commission, to obtain licenses to grow and manufacture cannabis and cannabis products the Commonwealth. ROL will complete all required portions of the state application for both a Tier 1 cultivation and marijuana product manufacturing license which includes: Application of Intent; Background Check; and Management and Operations Profile.

2.2. Operations

With the Town's blessing, ROL will be headquartered in Uxbridge, MA at a leased facility located at 217 River Rd, Uxbridge, MA 01569. The building is 7,200 square feet. The entire warehouse will be rented under Rhythm of Life. The square footage will be divided into 5,000 square feet dedicated to growing space, while the remaining 2,000 square feet will be used for offices, storage, and manufacturing space.

Rhythm of Life will provide adequate Cannabis Establishment Agent Training to every agent prior to performing job functions. These agents will be at least 21 years old and will complete a background check. Training will be tailored to the roles and responsibilities of the job function of each Cannabis Establishment Agent, and at a minimum will include participation in a Responsible Vendor Training Program under 935 CMR 500.105(2)(b). Also, agents responsible for tracking and entering products into METRC (the Seed-to-sale System of Record) will receive training in a form and manner determined by the Commission. At a minimum, all staff will receive eight hours of on-going training annually.

ROL will impose stringent standards on all establishment agents for their handling of Cannabis in order to remain compliant with the Commission's regulations. Every agent that works with Cannabis will always be required to do so in a safe and sanitary manner. These sanitary measures will include but not be limited too: hand washing stations, sufficient space for storage of materials, proper removal of waste, clean floors, clean walls, sanitary building fixtures, sufficient water supply and plumbing, and storage facilities that will prevent

contamination. All ROL employees will be provided gloves to wear while handling Cannabis and Cannabis products.

ROL will process the leaves and flowers of the female Cannabis plant only, which will be done by following the regulations provided by 935 CMR 500.105. ROL will tag and track all Cannabis seeds, clones, plants, and Cannabis products using a seed-to-sale methodology in a form and manner approved by the Commission, which is currently the METRC software program.

Rhythm of Life will provide adequate lighting, ventilation, temperature, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 935 CMR 500.110. Rhythm of Life will regularly assess opportunities to reduce energy and water usage. ROL will ensure to provide storage areas that are clean and orderly, free from any hazards that will compromise the quality of Cannabis. ROL will provide separate storage areas for Cannabis that is outdated, damaged, deteriorated, mislabeled, or contaminated.

All recyclables and waste, including organic waste composed of or containing. finished Cannabis and Cannabis products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All exterior waste receptacles located on property will be locked and secured as to prevent unauthorized access. The wastes in all forms (liquids and solids) will be disposed of in compliance with all applicable state and federal requirements. No fewer than two ROL agents will witness and document how solid waste or organic material containing Cannabis is handled on-site in accordance with 935 CMR 500.105(12).

ROL will not sell or market any Cannabis product that has not been tested by licensed Independent Testing Laboratories in accordance to 935 CMR 500.160(11).

Rhythm of Life will obtain and maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than $5,000 per occurrence.

2.3. Security

Rhythm of Life will train all agents to identify acceptable forms of identification, while also being trained to determine and confiscate fraudulent identifications to any visitor coming into the building. The facility will have limited access to persons 21 years or older and will strictly prohibit loitering around the premises. Employee and visitor ID badges will be required to be worn at all times and all visitors will be accompanied by an establishment agent for the duration of their visit.

ROL will contract a local security and alarm company to protect the premises, employees, visitors, and products. All security equipment and recordings will be maintained in a secure location in order to prevent theft, loss, destruction or altercations. Audits will be done on an annual basis and the audit reports will be submitted to the Commission within 30 days of completion.

Security cameras will be installed at all entrances of the facility, in addition to an alarm system to prevent unauthorized access to the establishment. The outside perimeter of the facility and parking lot will have security cameras and will be sufficiently lit. Excess foliage and any other obstructions will be minimized and removed. The cameras will be angled to identify any person entering or exiting the establishment. Alarms will also be on all building entry and exit points.

Any area that contains Cannabis will have video surveillance. Video cameras will be directed at all safes, vaults, and sale areas. Video cameras will also be directed where Cannabis is cultivated, harvested, processed, prepared, stored, handled, disposed of and where cash is kept and processed to ensure that the critical areas of the facility are captured on camera 24 hours a day, 7 days a week.

The video surveillance that will be used by ROL will produce a clear, color still photo. All recordings will include a date and time stamp embedded in them and will be synchronized and set correctly at all times.

ROL will ensure a back-up alarm system with all capabilities of the primary system. We will use a different company or demonstrate to the Commission's satisfaction that alternate safeguards are in place to ensure a continuous operation security system. ROL will make sure to have the surveillance ability to remain operational during a power outage for a minimum of four hours and, if it appears likely that the outage will last for more than four hours, ROL will take sufficient steps to ensure security on the premises in consultation with the Commission.

Rhythm of Life will provide 24-hour recordings to the CCC immediately upon request and we will retain them for at least 90 days. Rhythm of Life is also willing

to share any security footage with the Uxbridge Police Department, subject to a written request, if it would be helpful in any criminal investigation.

Rhythm of life will share security plans and procedures with law enforcement agencies pursuant to 935 CMR 500.110(1)(o).

2.4. Benefits to the Municipality

Rhythm of Life is extremely excited to be working in the Town of Uxbridge. ROL is most excited about being given the opportunity to give back to the Town in several different ways. Not only is Rhythm of Life seeking to hire local, diverse individuals, we are also seeking to give back to local charities and create new charities as well as providing the Town monetary and economic growth.

Rhythm of Life will make every effort to hire local contractors, growers and trimmers just to list a few positions. This will help employ many different people of all ages, genders and skill sets. Every person will be over 21 years of age and will complete a background check, ensuring to keep the community safe.

The goal of Rhythm of Life is to cultivate the highest quality of cannabis for licensed wholesale adult-useCannabis Establishments to buy, which will better serve the people and allow them to have access to higher quality cannabis. Ensuring ROL cultivates the highest quality cannabis will all ensure the Town of Uxbridge will have a better economy.

2.5. Zoning

The address for the Marijuana Establishment is 217 River Rd, Uxbridge MA 01569 and complies with all Uxbridge zoning requirements. In accordance with Uxbridge Zoning Bylaws, the proposed property is in an industrial area of Uxbridge. In accordance with the Commission’s regulations, the property is not located within 500 feet of a public or private school serving K-12 students.

3. Market Research

3.1. Industry

The legal marijuana industry is new to the United States economy, with the birth of recreational marijuana being introduced in 2012, and sales beginning in 2014 in the states of Colorado and Washington. The success of these industries has been recognized by other states across the United States. Alaska, Arizona, California, the District of Columbia, Illinois, Maine, Massachusetts, Montana,, Michigan, Nevada, Oregon, South Dakota, and Vermont, have become

recreationally legal and that number will only continue to grow overtime. The legalization of marijuana has untold potential for the US economy, with Grand View Research projecting the value of the legal marijuana industry to be worth $73.6 billion by the year 2027. The legal marijuana industry in the US is still incredibly young and has untold potential as more and more states relax their marijuana laws and head towards full legalization for recreational use. Bottom line is that there are millions, if not billions of dollars to be made in a young market with infinite potential and possibilities. The Massachusetts cannabis industry has made $1.2 billion dollars in sales from November 1, 2018 to February 16, 2021.. While these numbers may be affected by the Covid-19 pandemic, these sales numbers are projected to have more than doubled in a single year and could represent up to 1.6% of the state's economic revenue.

3.2. Competitors

Rhythm of Life will be competing against other licensed Cultivator Establishments located in the Commonwealth of Massachusetts. Some of our local competitors are: Blackstone Valley Naturals, Cultivate Holdings, Gibby's Gardens, Deep Roots, Xiphias Wellness (Natures Med), Baked Bean, Coyote Cannabis, Bare Naked Greens, Grass Appeal, Ideal Craft Cannabis Inc., Mainley Productions, Neamat, LLC , Regenerative LLC, and Top Shelf Cannaseurs LLC/TSC Delivery LLC.

3.3. Competitive Advantage

Rhythm of Life is created by a team of well-rounded, highly skilled individuals led and directed by Master Grower Kristofer Artz. Kristofer has been working in the Colorado cannabis industry since 2016. He has extensive plant knowledge and possesses the leadership and skills to lead this business to success. Kristofer has a strong knowledge not only on how to grow and nourish the cannabis plant but is also experienced as a leader from his experience as director of cultivation facilities.

Supporting him in the manufacturing department will be Brett Hansen, who holds a Bachelor of Science in Chemistry from Clemson University. With years of experience working in a laboratory environment, Mr. Hansen understands not only the cannabis plant, but the standards of cleanliness and sanitation needed in a lab environment to make extractions as safe and effective as possible that lead to a high yield of product during extraction. Mr. Hansen also plans on using absolutely zero solvents for his extraction methods, creating a pure, clean product for consumption.

3.4. Regulations

Rhythm of Life is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000. Rhythm of Life is registered to do business in the Commonwealth as a Massachusetts limited liability company. Rhythm of Life will maintain the LLC in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue. Rhythm of Life will apply for all state and local permits and approvals required to renovate and operate the facility. Rhythm of Life will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

4. Marketing and Sales

4.1. Growth Strategy

Rhythm of Life has a bright future in expansion. ROL plans to not only expand in creating multiple cultivation facilities locally and throughout the nation but also expanding in manufacturing of our own products, including but not limited to: edibles, concentrates, and pre-rolls. All the products will be tested and follow all regulations to ensure nothing but the safest and highest quality for consumers. We have plans to use our cannabis to create several different extractions to increase the variety of products currently available. We strive to create products that can be consumed by everyone above the age of 21. ROL will create options for consumers with food allergies to enjoy, as well as vegan options for edibles so everyone will have options to consume. ROL will use strategic branding techniques that are strong and consistent to further promote company growth.

4.2. Communication

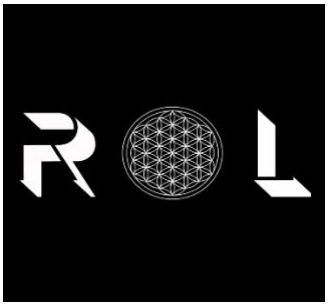
ROL has many plans to engage in marketing, advertising, and branding in a manner that will be safe to the community. Our focus will be to only attract adults over the age of 21 and will not have designs that attract younger consumers. We will market within the confines of Massachusetts law at all times.

4.3. Sales

Rhythm of Life will only sell Cannabis products to licensed Cannabis Establishments in Massachusetts.

4.4. Logo

Rhythm of Life created a logo that uses the Flower of Life to replace the letter “O” in “ROL”. The Flower of Life symbolizes creation and unity. It is used to remind everyone that: we are all built from the same blueprint and all come from the same source. It is especially important to everyone who created Rhythm of Life Cannabis to share the love and light embodied by that symbol.



We will use our logo in labeling, apparel to sell to consumers, placed on stickers, as well as being used as letterhead and included in marketing materials. Our logo is discrete and does not have any display of the cannabis plant itself in order to remain compliant with the Commission’s regulations.

4.5. Projected Profits

Rhythm of Life expects to grow approximately 200 lbs. of flower cannabis a month, which results in 2,400 lbs. a year. The current market wholesale value of a pound of premium flower can be estimated at $4,000/lb. If all 2,400 lbs. are sold at wholesale value, the gross revenues comes out to $9.6 million a year.

With the addition of a manufacturing license, these profits will increase significantly. With each monthly harvest of 200 lbs., we will also have approximately 45 lbs. of ‘trim’ cannabis that will be used to make pre-rolls, hash, and oils. We estimate that these products and extracts can produce an extra $1.7 million in gross revenues per year.

With both the cultivation and manufacturing licenses, Rhythm of Life’s profit projections round up to $11,314,608 a year before taxes and expenses.

5. Team

5.1. General

We are a family-owned business that consists of two cousins who share a strong passion and understanding of the cannabis plant. We will be directed by Master Grower Kristofer Artz. He has been in the Colorado Cannabis industry since 2016. He has extensive plant knowledge and possesses the leadership and skills to lead this business to success. Mr. Artz has worked professionally with plants starting in 2014 after graduating from the University of Colorado. His first job was working for an organic fertilizing company, Organo Lawn. He learned the inner workings of organic fertilizers and how to make them work at their highest performance. Mr. Artz learned about plants, including how to identify and rectify signs of malnutrition, their diseases, along with insect pressure (insect infestations), and how to control them and how to prevent harm to the harvest. One of the most important lessons that Mr. Artz has learned through his 6+ years of experience is the proper watering techniques and working with over 500+ irrigation systems a year. He knows how to build the most efficient irrigation systems for our cultivation facility, saving water and utilizing resources properly, along with the proper amount of water use with nutrients to keep our plants thriving while prioritizing efficiency. ROL will hire 2-3 local growers as well as 15-20 local trimmers to come in bi-weekly to trim the plants during harvesting phases.

5.2. Founding Members

Kristofer Artz- was born and raised in the mountains of Colorado in a small town called Nederland. He has a bachelor's degree from Colorado University in Communication. He is well versed in legal cannabis and will help lead this company to success with his experience and expertise.

Brett Hansen- BS in Chemistry from Clemson University. He worked closely with professors at the University in research projects during his time there. He is also a decorated US Navy Veteran who served during the years of 2006-2010, serving in Operation Iraqi Freedom and the Humanitarian Relief Effort during the earthquake in Haiti in 2010.

Sara Williamson- BS in Kinesiology from Sam Houston State University in Huntsville, TX. She has worked in Customer Service for 7+ years. She has always had a passion for helping people and is eager to begin growing high quality cannabis to help the quality of life to the people in Massachusetts.

6. Final Remarks

Rhythm of Life plans on consistently growing high quality cannabis as well as producing high quality manufacturing products for cannabis consumers in Massachusetts. With the experience and knowledge of how to efficiently operate in cannabis cultivation facilities as well as a laboratory environment, we will hold ourselves to the highest standards in the cannabis industry and take pride in our work and products. Our company motto is “Cannabis Done Right”.

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Budrisk

72 River Park Street Needham MA 02494
617-500-1824 www.budrisk.com

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

RE: RHYTHM OF LIFE CANNABIS LLC (Manufacturing)

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

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

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496
jim@budrisk.com

RESTRICTING ACCESS TO AGE 21 OR OLDER

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

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

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

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

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

1. The Company will only employ marijuana establishment agents, as defined by the Commission's definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.

2. The Company will only allow visitors, age twenty-one (21) or older, at the Company's facilities. The Company defines visitors in accordance with the Commission's definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company's facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
    a. A motor vehicle license;
    b. A government-issued identification card;
    c. A government-issued passport; and
    d. A United States-issued military identification card.

QUALITY CONTROL AND TESTING

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

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

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

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

ROL's Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All ROL staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility

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

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

All ROL staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3)(b)(2). All phases of product manufacturing will take place in a limited access area.

Pursuant to 935 CMR 500.105(3) ROL will handle and process in a safe and sanitary manner. ROL will process the leaves and flowers of the female marijuana plant only, which will 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, and bacterial diseases;
4. Prepared and handled on food-grade stainless steel tables; and
5. Packaged in a secure area.

All contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;

All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products, as established in 935 CMR 500.105(3).

As established in 935 CMR 500.105(3), ROL will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.

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

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

Litter and waste will 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 will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);

Pursuant to 935 CMR 500.105(11)(a)-(e), ROL shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR500.105 and 500.110. ROL will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. ROL storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The ROL storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

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

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

ROL will notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary, in accordance with 935 CMR 500.160(2).

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

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

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

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

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

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or

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

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)
(n) Requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
(o) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), to be available upon inspection.
(p) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
(q) Policies and procedures for energy efficiency and conservation that shall include:

1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2), all of ROL's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program, and once designated a "Responsible Vendor". Once a marijuana establishment is designated a Responsible Vendor, all of ROL's agents that are involved in the handling and sale of marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire. This program shall then be completed at a minimum of eight (8) hours by ROL's agents annually, with the exception for agents classified as Administrative Employees, may participate in the Responsible Vendor Training Program on a voluntary basis. ROL shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including spotting and confiscating fraudulent ID;; and key state and local laws.

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

In accordance with 935 CMR 500.105(9), General Operational Requirements for Marijuana Establishments, Record Keeping, ROL's personnel records will be available for inspection by the Commission, upon request. ROL's records shall be maintained in accordance with generally accepted

accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following ROL personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of ROL's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with ROL and shall include, at a minimum, the following:
    a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    b. documentation of verification of references;
    c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    e. documentation of periodic performance evaluations;
    f. a record of any disciplinary action taken; and
    g. notice of completed Responsible Vendor Training Program and in-house training for ROL agents required under 935 CMR 105(2).
3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures, including at a minimum, the following:
    a. Code of Ethics;
    b. Whistle-blower policy.
5. All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. ROL understands that in the event that ROL were to close, all records will be kept for at least two years at the expense of ROL and in a form and location acceptable to the commission. .

RECORD KEEPING PROCEDURES

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

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

PERSONNEL RECORDS

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

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

BUSINESS RECORDS

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

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts;
4. sales records; and

Salary and wages paid to each employee.

VISITOR LOG

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

REAL-TIME INVENTORY RECORDS

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

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

MANIFESTS

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

INCIDENT REPORTS

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

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

TRANSPORTATION LOGS

In the event that ROL operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.105(13). ROL shall retain all transportation

logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

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

CONFIDENTIAL RECORDS

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

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

MAINTAINING OF FINANCIAL RECORDS

Rhythm of Life Cannabis LLC ("Rhythm of Life" "ROL" or the "Company") policy is to maintain financial records in accordance with 935 CMR 500actions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, ROL will implement the following policies for Recording Sales:

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

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

QUALIFICATIONS AND TRAINING

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

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

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

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

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

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

Energy Compliance Plan

Rhythm of Life Cannabis LLC ("Rhythm of Life" or "ROL" or the "Company") will work with our architect and engineer to identify as many energy saving strategies as possible. In addition, ROL will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation
- Installing "smart" thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks
- Coordinating with the HVAC contractor to identify any energy saving opportunities
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters
- Installing Photovoltaic panels and solar water heaters
- Increase daylight into work areas
- Minimize night work
- Source raw materials from suppliers that also implement energy saving measures, to the extent such materials are commercially available and the cost is feasible
- ROL intends to install clear polyurethane panels in the top 5 feet of our building below the roof all the way around (walls are 20' tall and no marijuana will be visible). This will allow us to harness energy from the sun reducing our energy usage and costs. The building envelope will still meet all Massachusetts building code requirements.

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

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

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

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

included in the energy compliance plan to be drafted by a Massachusetts licensed architect or engineer.

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

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

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

SAFETY PLAN

Rhythm of Life Cannabis LLC ("Rhythm of Life" or "ROL" or the "Company") is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following standard operating procedures for the safety plan of all marijuana and marijuana-infused products pursuant to the Cannabis Control Commission's (the "Commission") regulations at 935 CMR 500.101(1). The regulations require that the marijuana establishment provide a detailed summary of operating policies and procedures including a safety plan for the Manufacture and production of Marijuana Products including, but not limited to, sanitary practices in compliance with 105 CMR 590.000: State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments. The Company is committed to safely providing quality products.

Quality Control, Sanitation, Safety and Health Standards

Health, safety and sanitation are critical components of the manufactured cannabis products facility and all applicable laws and regulations must be strictly adhered to. General health, safety and sanitary standards will be discussed in this section.

A facility shall comply with state and county health, safety, and sanitation regulations prescribed in 105 CMR 590.000 and 935 CMR 500.101(1)and may be subject to inspection to affirm that no health or safety concerns are present which may contaminate the products.

State Regulations

The manufactured cannabis products facility will be in full compliance with all applicable state and local laws and regulations regarding health, safety and sanitation. It will be the responsibility of the manufactured cannabis products facility manager to insure the creation and implementation of policies for regulatory compliance.

General Standards

<u>Manufactured cannabis</u>

- The facility shall manufacture cannabis products such as bubble hash, hash, oils oil extracts, pre-roll joints, edibles and tinctures.
- The facility will establish and maintain a written policy and procedure that includes, but is not limited to:
    - Safe and appropriate use of manufacturing equipment;
    - Safe and appropriate storage of materials used to produce manufactured cannabis products;

- Effective training and monitoring of employees and subcontractors who participate in the production of manufactured cannabis products;
- Adequate protocols for laboratory testing of manufactured cannabis products;
- Safe and appropriate storage and disposal or destruction of manufactured cannabis products at all stages of production and sale;

General Sanitary Requirements

Our cannabis production facility will take all reasonable measures and precautions to ensure the following:

- That any person who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, an open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination for whom there is a reasonable possibility of contact with preparation surfaces for cannabis or cannabis-infused product shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected;
- That hand-washing facilities shall be adequate and convenient and be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the licensed premises and/or in cannabis-infused product preparation areas and where good sanitary practices require employees to wash and/or sanitize their hands, and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- That all persons working in direct contact with preparation of cannabis or cannabis product shall conform to hygienic practices while on duty, including but not limited to:
    - Maintaining adequate personal cleanliness;
    - Washing hands thoroughly in an adequate hand-washing area(s) before starting work, prior to engaging in the production of a cannabis concentrate or manufacture of a cannabis-infused product and at any other time when the hands may have become soiled or contaminated; and
    - Refraining from having direct contact with preparation of cannabis or manufactured cannabis product if the person has or may have an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination, until such condition is corrected.
- Litter and waste will be properly removed and the operating systems for waste disposal will be maintained in an adequate manner so that they do not constitute a source of contamination in areas where cannabis is exposed.

- Floors, walls and ceilings will be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair.
- There will be adequate lighting in all areas where cannabis is stored and where equipment or utensils are cleaned.
- There will be adequate screening or other protection against the entry of pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste becoming an attractant, harborage or breeding place for pests.
- Any buildings, fixtures and other facilities will be maintained in a sanitary condition.
- Toxic cleaning compounds, sanitizing agents, and solvents used in the production of cannabis concentrates shall be identified, held and stored in a manner that protects against contamination of cannabis, and in a manner that is in accordance with any applicable local, state or federal law, rule, regulation or ordinance.
- All contact surfaces, including utensils and equipment used for the preparation of cannabis or cannabis-infused product shall be cleaned and sanitized as frequently as necessary to protect against contamination. Equipment and utensils shall be designed and shall be of such material and workmanship as to be adequately cleanable, and shall be properly maintained.
- The water supply shall be sufficient for the operations intended and shall be derived from a source that is a regulated water system. Private water supplies shall be derived from a water source that is capable of providing a safe, potable and adequate supply of water to meet the facility's needs.
- Plumbing shall be of adequate size and design, and adequately installed and maintained, to carry sufficient quantities of water to the required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There shall be no cross connections between the potable and waste water lines.
- All operations in the receiving, inspecting, transporting, segregating, preparing, producing, packaging and storing of cannabis and manufactured cannabis products shall be conducted in accordance with adequate sanitation principles.
- Each facility center shall provide its employees with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair.
- Cannabis that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
- Permitted facility centers shall immediately allow the CCC to inspect the premises and all utensils, fixtures, furniture, machinery and devices used for preparing manufactured cannabis products.

- A facility center that prepares manufactured cannabis products for sale or distribution at a dispensing organization shall be under the operational supervision of a certified food service sanitation manager.

Per 935 CMR 500.130 COMPANY will ensure that production of edible marijuana products will take place in compliance with the following:

> **(a)** All Edible Marijuana 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*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*; and
> **(b)** Any Marijuana Product that is made to resemble a typical food or Beverage product must be packaged and labelled as required by 935 CMR 500.105(5) and (6) as outlined in our Types of Product Plan.
> **(c)** The Company will 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*, and to 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 EOEEA to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.
> **(d)** When selling or otherwise transferring marijuana to another Marijuana Establishment, the Company will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana Products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Product Recall Plan

If the facility's cannabis or manufactured cannabis product proves to be non-conforming upon retest the facility will initiate a recall in accordance with the guidelines put forth by the CPSC. Manufacturers, importers, distributors and retailers of consumer goods are liable for the products they provide to consumers and face the potential of product recalls for potentially dangerous or hazardous products. The same is true for the Company as a manufacturer and/or retailer of consumer cannabis products. As a result, the company may need to conduct a product recall in the future. For consumer products, the recall

process is regulated by the CPSC, for all intents and purposes the Company recall plan will follow the guidelines of the CPSC.

Cannabis operators often learn of potential product safety problems at an early stage. For this reason, companies involved in the manufacture, importation, distribution, or sale of consumer products should develop a system for maintaining and reviewing information about their products that might suggest that their product has a defect or poses an unreasonable risk. Such information includes, but is not limited to, consumer complaints, reports of production problems, product testing, or other critical analyses of products.

Experts have shown that one of the best ways to ensure that a product recall is effective is to have a recall plan already in place and to execute the plan as quickly as possible. A well thought out, well-executed recall plan can save lives and prevent injuries in addition to limiting damage to our company's brand and bottom line.

The CPSC has compiled resources to assist companies that manufacture, import, distribute, retail, or otherwise sell consumer products. The CPSC has developed a Recall Handbook that can be utilized in case a product recall needs to be ordered. The Recall Handbook details how to recognize potentially hazardous consumer products as soon as possible. The book explains how to develop and implement a *"corrective action plan"* (called a CAP) to address the hazards; it explains the CPSC's Fast Track Program.

The Recall Handbook also discusses how to communicate recall information to consumers and how to monitor product recalls. The Consumer Product Safety Commission's Recall Handbook will be a valuable tool utilized by the Company if the need for a product recall ever arises.

The Recall Handbook should be referenced to determine exact protocol for recall and the requirements from the Consumer Product Safety Commission. The Recall Handbook can be obtained online from http://www.cpsc.gov/PageFiles/106141/8002.pdf. The Company will carefully review the Recall Handbook in order to: become familiar with their reporting requirements under sections 15(b) and 37 of the Consumer Product Safety Act, and Section 102 of the Child Safety Protection Act, Pub. L. 103-267; help learn how to recognize potentially hazardous consumer products as soon as possible; and develop and implement *"corrective action plans"* that address the hazards if we discover we have manufactured, imported, distributed, or retailed such products.

Recall Regulations

The Company shall establish, maintain and comply with the policies and procedures contained in the Operations and Management Practices Plan, approved by the CCC, for the production, security, storage, inventory and distribution of cannabis products. The policies and procedures shall include methods for identifying, recording and reporting diversion, theft and loss, and for correcting all errors and inaccuracies in inventories. We will include in our written policies and procedures a process for the following:

- Handling mandatory and voluntary recalls of cannabis or manufactured cannabis products. The procedure shall be adequate to deal with:
    - Recalls due to any action initiated at the request of the CCC and any voluntary action to remove from the market defective or potentially defective cannabis or cannabis infused products, or any product that has failed laboratory testing as required by this Part or has been found to have a reasonable probability that its use or exposure will cause serious adverse health consequences; and
    - Any action undertaken to promote public health and safety by replacing existing cannabis or manufactured cannabis products with improved products or packaging.

Recall

We will establish a policy for communicating a recall for cannabis or a cannabis-derived product that has been shown to present a reasonable or a remote probability that use of or exposure to the product will cause serious adverse health consequences. Our policy will include:

A mechanism to contact all customers who have, or likely have, obtained the product from the facility. The communication will include the following information on the policy for return of the recalled product:

- A mechanism to contact us;
- Communication with the CCC within 24 hours; and
- Outreach as necessary and appropriate.

Any recalled cannabis product will be disposed of in accordance with waste disposal procedures.

When to Recall Cannabis Products

As a manufacturer, distributor, and/or retailer of consumer products, the Company has a legal obligation to immediately report the following types of information to the Consumer Product Safety Commission:

1. A defective product that could create a substantial risk of injury to consumers; and
2. A product that creates an unreasonable risk of serious injury or death.

How to Recall Cannabis Products

The Company will develop a recall plan following guidance from the Recall Handbook provided by the CPSC. Once the need for a product recall has been determined, the Company will proceed with the product recall Corrective Action Plan (CAP). If the need for a product recall arises, we will have inventory management systems in place to determine and pinpoint which products to recall, how many of those products are in the supply chain, and will be able to determine exactly where those products are within the supply chain. The inventory management systems and procedures required by State Regulations will ensure a streamlined recall process if ever necessary.

- Corrective Action Plan (CAP)
  A corrective action plan is defined as improvements to an organization's processes taken to eliminate causes of non-conformities or other undesirable situations. The goal of a corrective action plan should be to retrieve as many hazardous products from the distribution chain and from consumers as is possible in the most efficient, cost-effective manner. The CAP will outline the procedures and steps the Company needs to take once a product recall is required.

- Step One: Industry Notification
  If cannabis or manufactured cannabis products are believed to need to be recalled, the Company will contact all wholesale partners and dispensing organizations to make them aware of the situation and the need for product recall. The Company will also contact the CCC within 24 hours of obtaining reportable information. As the wholesaler of the product needing to be recalled, contacting the end users of the recalled product; cannabis consumers, will prove difficult if not impossible. At this stage of the recall, dispensing organizations will need to ensure that they have a proper recall process in place to contact the end users of the product being recalled.

- Step Two: Public Notification
  Facility center will post notifications about the product recall on its website as well as making partnering facility centers and dispensing organizations aware of the product recall. The actual recalling processes will be handled by the dispensing organizations with help and support from the facility center.

As the dispensing organization issuing a recall notice it will be important to reach the end users or the recalled product. The Company will post notification about the recall on the Company websites and social media as well as post written notices of the recall on location for customers to view. The recall notice will include all pertinent information regarding the product being recalled, contact information and other information relating to the recall. Information will include but not be limited to:

- Product name
- Product batch number
- Dispensing date range of recalled product
- Dispensing organization locations

Once the recall notification has been issued to all applicable dispensing organizations and cannabis consumers, the Company will wait to receive recalled products from dispensing organizations. Once recalled products have been received, the Company will properly dispose of all recalled products.

- Step Three: Procurement
  The dispensing organization issuing a product recall to cannabis consumers will need to be ready to obtain and secure recalled products from consumers. Consumers should be able to bring in the products being recalled to the dispensing organization's location. It will be at the dispensing organization's discretion whether to issue a refund, replace the recalled product at no cost, or to take other measures.

- Step Four: Documentation and Record Retention
  The Company will maintain all documentation and records regarding any and all product recalls issued.

- Step Five: Disposal
  The Company will ensure that any and all recalled cannabis products are disposed of according to all state and local regulations. The Company will follow waste destruction and disposal procedures outlined below for proper disposal of recalled cannabis and manufactured cannabis.

Emergency Protocol

The Company will establish emergency procedures and protocols to be implemented organization wide. Employees of the organization will be fully trained on emergency protocols. Emergencies protocols will be developed for robbery or theft, fire emergency, chemical spill and for other emergencies as needed.

Robbery or Theft

- If being robbed at gunpoint or if you feel your life is in danger, comply with all requests from the perpetrator. Give them whatever they ask for.
- Try to signal for help through security panic buttons provided or through the panic button or police services button located on the alarm panel.
- Contact police as soon as possible.
- Notify any required state or local authorities.
- If any marijuana is stolen, we will secure, inventory, and document all remaining product.

Fire Emergency

- If a fire is small and isolated, try to extinguish the fire with one of the fire extinguishers to be strategically placed throughout the facility
- In case of a fire emergency, dial 911 for Fire Department or push the symbol on the alarm panel for fire emergency.

Chemical Spill

- Try to use the chemical spill kit for smaller incidents of chemical spill.
- If the chemical spill is large or you do not know how to handle the situation, get the facility manager to handle the situation.

Other Emergencies

- Contact 911 for break-ins or burglaries.
- Contact any required state or local authority in cases of theft, break-ins or burglaries

DIVERSITY PLAN

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

Town Specific Data - According to 2010 Census information, the Town of Uxbridge, has approximately 13,457 people. 50.2% of the population is Female and 49.8% are Male. The median resident age is 41.3. The population is 94.8% White, 1.9% Hispanic, 1% Asian alone, .8% Black alone and 1.3% two or more races.

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

Goals:

- Achieve at least 33% of our staffing needs from women
- Achieve at least 15% of our staffing needs from people of color, specifically Latinx
- Achieve at least 25% of our staffing needs from Veterans
- Achieve at least 10% of our staffing needs from persons with disabilities
- Achieve at least 17% of our staffing needs from LGBTQ+ people

Programs to Achieve Diversity Goals:

- Provide on-site interactive workshops, once a year at ROL's Establishment at a date and time determined by ROL management. These workshops would cover such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out individuals from the aforementioned groups, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs at least once a year and as frequently as needed as staffing needs dictate. Rhythm of Life plans to publish advertisements on hiring and participation in job fairs in The Worcester Telegram and Gazette.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements:

- *Qualitative Metrics*: Perform an annual evaluation of inclusion/diversity initiatives to ensure diversity is one of ROL's strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years' results to allow ROL to adjust our programs in the event that our goals are not being achieved.
- *Quantitative Metrics*: We will strive to achieve at least the percentages listed above for all five groups.

- The personnel files shall be evaluated on a semi-annual basis to determine how many employees are women, people of color, specifically Latinx, Veterans, persons with disabilities and LGBTQ+ people.

Are our goals objectively reasonable?
ROL's hiring goals as listed above are objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions quarterly in several of the following publications: *Professional Diversity Network, Diversity Jobs, Beyond.com.*

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

ROL will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

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