Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284261

Original Issued Date: 03/01/2022

Issued Date: 03/01/2022

Expiration Date: 03/01/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Rooted In, LLC

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

Business Address 1: 331 Newbury St **Business Address 2:**

Business City: Boston **Business State:** MA **Business Zip Code:** 02115

Mailing Address 1: 22 Warren St **Mailing Address 2:**

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

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 20 **Percentage Of Control:** 25

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

First Name: Brian **Last Name:** Keith **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 29 **Percentage Of Control:** 25

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

First Name: Joanne **Last Name:** Francois Keith **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 41 **Percentage Of Control:** 25

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

First Name: Rokeya **Last Name:** Begum **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 10 **Percentage Of Control:** 25

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

First Name: Solmon **Last Name:** Chowdhury **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

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: GTI Core, LLC **Entity DBA:**

Email: bkravitz@gtigrows.com **Phone:** 312-471-6720

Address 1: 325 W. Huron Street **Address 2:** Suite 700

City: Chicago **State:** IL **Zip Code:** 60654

Types of Capital: Debt **Other Type of Capital:** **Total Value of Capital Provided:** $1000000 **Percentage of Initial Capital:** 25

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 331 Newbury Street

Establishment Address 2:

Establishment City: Boston **Establishment Zip Code:** 02115

Approximate square footage of the establishment: 1535 **How many abutters does this property have?:** 134

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Cert_Rooted In LLC_EXECUTED.pdf	pdf	6128019042744807726e3101	08/26/2021
Plan to Remain Compliant with Local Zoning	Zoning Compliance Plan.pdf	pdf	614d4365ff5a8a691f853728	09/23/2021
Community Outreach Meeting Documentation	Rooted In_COM Documentation.pdf	pdf	6189ea4f3982c731eb1c7ead	11/08/2021

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	Rooted In Plan for Positive Impact - 11-8.pdf	pdf	6189c59b3982c731eb1c7e66	11/08/2021
Other	Khadijais Express Cafe - Acknowledgment of Interest.pdf	pdf	6189c6aa5ca77d31bb6b3f7a	11/08/2021
Other	Khaba African Market - Acknowledgment of Interest.pdf	pdf	6189c6afe3155f31cafce1a2	11/08/2021
Other	Just T - Acknowledgment of Interest.pdf	pdf	6189c6b451c4da37cbfb849b	11/08/2021
Other	Jalloh African Market - Acknowledgment of Interest.pdf	pdf	6189c6c77f037d37d69bb862	11/08/2021
Other	Frugal Bookstore - Acknowledgment of Interest.pdf	pdf	6189c6cf99d47637982bc72b	11/08/2021
Other	AshVic Ent - Acknowledgment of Interest.pdf	pdf	6189c6d5703abe37a3ab44a1	11/08/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

First Name: Solmon **Last Name:** Chowdhury **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

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

First Name: Rokeya **Last Name:** Begum **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

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

First Name: Brian **Last Name:** Keith **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

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

First Name: Joanne **Last Name:** Keith **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor **Other Role:**

Entity Legal Name: GTI Core, LLC **Entity DBA:**

Entity Description: Capital Contributor

Phone: 312-471-6720 **Email:** licensing@gtigrows.com

Primary Business Address 1: 325 W. Huron Street **Primary Business Address 2:** Suite 700

Primary Business City: Chicago **Primary Business State:** IL **Principal Business Zip Code:** 60654

Additional Information: GTI Core, LLC's ("GTI") role as a capital contributor to Rooted In LLC ("Rooted In") is that of a lender, and not in a capacity that allows it to exert operational or managerial control over Rooted In. The lending agreements between GTI and Rooted In are structured in conformity with commercially standard provisions for a transaction of this type, negotiated at arms-length, and in conformity with such parties' understanding of 935 CMR 500.000 et seq based on Cannabis Control Commission (the "Commission") guidance and past practice.

GTI and Rooted In acknowledge the control limitations imposed by 935 CMR 500.000 et seq., and further acknowledge that, in the event that the agreements between such parties are modified to establish GTI as an Entity Having Direct or Indirect Control over Rooted In, then GTI shall be required to obtain approval from the Commission prior to establishing such control.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Rooted In_Dept of Unemp Asst Cert of Good Standing Attestation.pdf	pdf	612e95ef3e10be075d4aaff5	08/31/2021
Department of Revenue - Certificate of Good standing	Certificate of Good Standing.pdf	pdf	612f9258ab6739076439cd14	09/01/2021
Secretary of Commonwealth - Certificate of Good Standing	Rooted In_SoC CoGS 9.1.21.pdf	pdf	61376f60b9f60d076b8d5ba3	09/07/2021
Articles of Organization	Rooted In_Certificate of Organization.pdf	pdf	613772038aea4607aa2ae204	09/07/2021
Bylaws	Operating Agreement Pages 1-15.pdf	pdf	614d3f60c28c0968f3841ba5	09/23/2021
Bylaws	Operating Agreement Pages 16 - 30.pdf	pdf	614d3f8e92505868ec664c41	09/23/2021
Articles of Organization	Amended Schedule A 10-26-21.pdf	pdf	6178af3be3155f31cafc95b1	10/26/2021
Articles of Organization	Resolutions Adopted 10-25-21.pdf	pdf	6178af43d5b18b31d59914ff	10/26/2021

No documents uploaded

Massachusetts Business Identification Number: 001374113

Doing-Business-As Name: Rooted in Roxbury

DBA Registration City: Boston

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	PROPOSED TIMELINE.pdf	pdf	61281c7a23f64d075364bc03	08/26/2021
Plan for Liability Insurance	LIABILITY INSURANCE.pdf	pdf	61281cd325900e079f2b2378	08/26/2021
Business Plan	Rooted In Business Plan.pdf	pdf	615be4ae578bf568253ba6c5	10/05/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	OBTAINING PRODUCTS.pdf	pdf	61281d7a8aea4607aa2aaa71	08/26/2021
Restricting Access to age 21 and older	21 AND OLDER.pdf	pdf	61281dda23f64d075364bc07	08/26/2021
Security plan	SECURITY PLAN.pdf	pdf	61281e24ac54100740711b58	08/26/2021
Prevention of diversion	DIVERSION.pdf	pdf	61281e620f4d6c075e3d8906	08/26/2021
Storage of marijuana	STORAGE.pdf	pdf	61281ec00b068e0732628a90	08/26/2021
Transportation of marijuana	TRANSPORTATION.pdf	pdf	61281f0dab6739076439aebc	08/26/2021
Inventory procedures	INVENTORY.pdf	pdf	61281f4eac54100740711b5c	08/26/2021
Quality control and testing	QC AND TESTING.pdf	pdf	61281f8b0b068e0732628a94	08/26/2021
Dispensing procedures	DISPENSING.pdf	pdf	61281fcca82c5807742a4fa2	08/26/2021
Personnel policies including background checks	PERSON PROCEDURES.pdf	pdf	6128203023f64d075364bc0e	08/26/2021
Record Keeping procedures	RECORDKEEPING.pdf	pdf	6128207fe140910769753602	08/26/2021

Maintaining of financial records	FINANCIAL RECORDS.pdf	pdf	612820cbac54100740711b63	08/26/2021
Qualifications and training	QUAL AND TRAINING.pdf	pdf	612821110f4d6c075e3d890f	08/26/2021
Energy Compliance Plan	ENERGY.pdf	pdf	6128214dab6739076439aec3	08/26/2021
Diversity plan	Rooted in_Diversity Plan.pdf	pdf	6171f7ba703abe37a3aae1e6	10/21/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 10:00 PM
Tuesday From: 10:00 AM	Tuesday To: 10:00 PM
Wednesday From: 10:00 AM	Wednesday To: 10:00 PM
Thursday From: 10:00 AM	Thursday To: 10:00 PM
Friday From: 10:00 AM	Friday To: 10:00 PM
Saturday From: 10:00 AM	Saturday To: 10:00 PM
Sunday From: 11:00 AM	Sunday To: 8:00 PM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

   Rooted In LLC

2. Name of applicant's authorized representative:

   Brian S Keith

3. Signature of applicant's authorized representative:

   DocuSigned by:

   622F8C37836348F...

4. Name of municipality:

   Boston

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

   Robert Arcangeli

DocuSign Envelope ID: 60637E60-D350-4AD5-B046-A1703633CDA2

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

Robert Arcangeli

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

robert.arcangeli@boston.gov

8. Host community agreement execution date:

May 26, 2021

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Rooted In, LLC ("Rooted In Roxbury") will remain compliant at all times with the local zoning requirements set forth in the City of Boston's Zoning Code. Rooted In Roxbury's proposed Marijuana Retailer Establishment is located in the Boston Proper Zoning District designated for a Marijuana Retailer Establishment.

In compliance with 935 CMR 500.110(3) and the Boston Zoning Code, the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12 .

As required by the City of Boston's Zoning Code, Rooted In Roxbury has already received approval from the Boston Cannabis Board and the Zoning Board of Appeal for a conditional use permit. The conditional use permit must be acted upon with two years through the issuance of a Long Form Building Permit by the Inspectional Services Department. Rooted In Roxbury will then obtain a Certificate of Occupancy.

Rooted In Roxbury will apply for any other local permits required to operate a Marijuana Retailer Establishment at the proposed location. Rooted In Roxbury will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer Establishment at Rooted In Roxbury's proposed location.

Rooted In Roxbury has already attended several meetings with various municipal officials and boards to discuss Rooted In Roxbury's plans for a proposed Marijuana Retailer Establishment and has executed a Host Community Agreement with the City of Boston. Rooted In Roxbury will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Rooted In Roxbury's Marijuana Retailer Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

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): 2/23/21
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

   a. Date of publication: 2/9/21

   b. Name of publication: Boston Herald

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

   a. Date notice filed: 2/8/21

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

   a. Date notice(s) mailed: 2/9/21

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:

Rooted In LLC

Name of applicant's authorized representative:

Brian S Keith

Signature of applicant's authorized representative:

Based upon discussion with officials from the City of Boston, there were approximately sixty (60) participants in Rooted In's Community Outreach Meeting.

A link to the Community Outreach Meeting can be found below:

331 335A Newbury Street Community Meeting 20210223 2311 1 - YouTube

Attachment A

RECEIPT

02/08/21

digitalfirst MEDIA

BOSTON HERALD

Account:	1370459
Name:	
Company:	SHANTI BOSTON LLC
Address:	PO Box 190887 Roxbury, MA 02119
Telephone:	(617) 438-2399
Fax:	
Description:	NOTICE OF PUBLIC MEETING Notice is h

Date:	02/08/21
Start Date:	02/09/21 Stop Date: 02/09/21
Class:	1201 - Legal Notices
Ad ID:	2127319
Ad Taker:	CRASTAMAS
Sales Person:	Amanda Stamas (LFC301)
Words:	166
Lines:	43
Agate Lines:	100
Depth:	3.55
Inserts:	2
Blind Box:	
PO Number:	

Ad sample

NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Meeting for a Proposed Cannabis

Establishment is scheduled for:
Application Name: Rooted in Roxbury
Application Address: 331-335A Newbury Street, Boston, MA 02116
License Type: Retail Recreational Cannabis Dispensary

Join virtually at the WebEx Eventlink below - this is NOT an in person meeting.

Date: Tuesday, February 23rd, 2021
Time: 6:00PM
EventLink: http://bit.ly/rootedinrox
Event password: 2021
Dial-in Number: +1-617-315-0704
Access Code: 179 502 4046
Hosted online per the Cannabis Control Commission 4/27/2020 administrative order
There will be an opportunity for the public to raise comments, questions, and concerns.
If you any questions or comments about this proposal, please contact:
Shanice Pimentel
Back Bay, BeaconHill, Fenway, Kenmore, Mission Hill Liaison
Mayor's Office of Neighborhood Services
(617) 635-2679 | shanice.pimentel@boston.gov
Please note, the City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s).. The purpose of this notice is to notify area abuttersto this project proposal. This flyer has been dropped off by the proponents per the city's request.

Feb 9

Total:	$337.92
Paid Amount:	$0.00
Amount Due:	$337.92

Publication

Boston Herald, BostonHerald.com

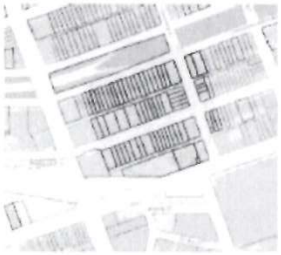
We Appreciate Your Business!
Thank You !

Attachment B

NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for:

Application Name: Rooted in Roxbury
Application Address: 331-335A Newbury Street, Boston, MA 02116
License Type: Retail Recreational Cannabis Dispensary



RECEIVED
By City Clerk at 4:32 pm, Feb 08, 2021

Join virtually at the WebEx Event link below - this is NOT an in person meeting.

Proposal: this is an application by Brian Keith, Rooted in Roxbury for a Recreational Cannabis Establishment to be operated at the address of 331-335A Newbury Street, Boston, MA 02116 - the scheduled date for the meeting will be on February 23rd, 2021 at 6 PM via Webex Meeting Forum.

Date: Tuesday, February 23rd, 2021
Time: 6:00PM
Event link: http://bit.ly/rootedinrox
Event password: 2021
Dial-In Number: +1-617-315-0704
Access Code: 179 502 4046

Hosted online per the Cannabis Control Commission 4/27/2020 administrative order

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

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

Shanice Pimentel
Back Bay, Beacon Hill, Fenway, Kenmore, Mission Hill Liaison
Mayor's Office of Neighborhood Services
(617) 635-2679 | shanice.pimentel@boston.gov

Please note, the City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s). The purpose of this notice is to notify area abutters to this project proposal. This flyer has been dropped off by the proponents per the city's request.

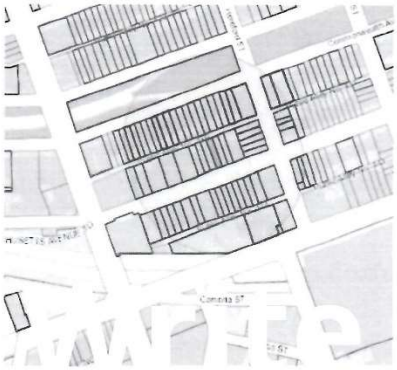
CITY of BOSTON | Mayor Martin J. Walsh | Neighborhood Services

Attachment C

NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for:

Application Name: Rooted in Roxbury
Application Address: 331-335A Newbury Street, Boston, MA 02116
License Type: Retail Recreational Cannabis Dispensary



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

Date: Tuesday, Feb ıaı y 2ᵓʳᵈ, 2021
Time: 6:00PM
Event Link: http://bit.ly/rootedinrox
Event password: 2021
Dial-in Number: +1-617-315-0704
Access Code: 179 502 4046

Hosted online per the Cannabis Control Commission 4/27/2020 administrative order

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

Shanice Pimentel
Back Bay, Beacon Hill, Fenway, Kenmore, Mission Hill Liaison
Mayor's Office of Neighborhood Services
(617) 635-2679 | shanice.pimentel@boston.gov

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CITY of BOSTON | Mayor Martin J. Walsh | Neighborhood Services

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

GOALS

In order for Rooted In, LLC ("Rooted In Roxbury") to positively impact Boston's Back Bay and areas of disproportionate impact in Boston, Rooted In Roxbury has established the following goals:

- To Create a Shop Small Business Program
    a. To Create a Small Business Support Program tentatively named "Shop BIPOC Boston" to drive customers who shop with Rooted in Roxbury, to also patronize small businesses in areas of disproportionate impact, for instance those in Roxbury's Nubian Square (Census Tract 804.01, Suffolk County, Massachusetts 80401)
- To Create an Employee Profit Sharing Program
    a. To set aside 5% of profits for an employee profit share program
- To Create an Employee First Time Homebuyer Down Payment Assistance Program
    a. To Create an employee down payment assistance program for first time homebuyers providing the opportunity for employees to remain and own in Boston. The Down Payment Assistance Program will be funded at $50,000.00 per year, which will create ten (10) $5,000.00 grants for employees who are first time homebuyers

PROGRAMS

Rooted In Roxbury has developed specific programs to effectuate its stated goals to positively impact Boston's areas of disproportionate impact. Such programs will include the following:

- Shop Small Business Program
    - The Goal of the "Shop BIPOC Boston" program is to spur economic activity and to ensure that foot traffic generated by our business is not just for our business but is directed to other small businesses, for instance those located in Nubian Square (Census Tract 804.01, Suffolk County, Massachusetts 80401).
    - We will set aside 50 sq ft of space monthly dedicated to hosting pop up shops for businesses located in areas of disproportionate impact. The pop-up shop space will be free of charge. Small business participants in the pop-up shop space will be registered as Visitors in accordance with the requirements of 935 CMR 500.000. No sales of alcohol or tobacco products will be allowed on the Premises. Pop-up shop participants will operate a separate point-of-sale system from Rooted In and will have separate cash handling procedures.
        i. Black Market Nubian Square (2136 Washington St, Boston, MA 02119 Census Tract 804.01, https://blackmarketnubian.com) was created to help micro-business Founders develop the business acumen and literacy needed to move towards sustainability
        ii. Black Market Nubian Square founders Kai and Chris Grant will curate and activate the pop-up shop space by engaging their network of

microbusinesses and ensuring a consistent pipeline of vendors are available to participate in the program

- Given the lifestyle changes which have taken place during COVID, outdoor shopping and dining have become more prevalent
    - i. "Open Newbury Street" is an event where Newbury Street, one of the most active business districts in the state, is closed for vehicular traffic and turned into a completely pedestrian way.
    - ii. We will apply for outdoor space in front of our establishment during "Open Newbury Street" events, and offer space to Nubian Square vendors to sell on Newbury Street utilizing our space at no charge
- This will allow businesses who are based in areas of disproportionate impact, for instance Nubian Square (Census Tract 804.01, Suffolk County, Massachusetts 80401) an opportunity to market on the bustling economic hub of activity, Newbury Street, with the goal of eventually attracting those customers to visit their main operation in Nubian Square

- Employee Profit Sharing Program
    - Rooted in Roxbury has set hiring goals of 80% Boston Residents, 50% Roxbury Residents, 51% people of color, and 51% women. To that end, we plan on rewarding our employees, 80% of whom will live in Boston which contains the highest number of disproportionately impacted census tracts in Massachusetts, with a profit share of 5% based on company profits. This creates an opportunity for employees to begin creating generational wealth outside of their traditional paycheck.
- Employee First Time Homebuyer Down Payment Assistance Program
    - We will develop a down payment assistance program for our employees. This program, when coupled with other sources of private and public funding, will provide our employees, 80% of whom will live in the disproportionately impacted community of Boston, the opportunity to purchase their first home in the city of Boston. The most effective way to create generational wealth is by owning and purchasing your first home. This program will provide employees with a head start in this endeavor.

MEASUREMENTS

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

- Shop Small Business Program
    - The Director of Diversity, Inclusion and Community Engagement will measure the success of this program by monitoring the transactions which take place on a weekly basis while the pop-up shops are in session.
    - As an example, if our Cannabis business receives 450 customers per day, and 25% (112 customers) participate in the "Shop BIPOC Boston" program and spend

$10 dollars on average, that will inject $13440/yr. into participating businesses, likely from customers who have never patronized the participating locations

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

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

ACKNOWLEDGEMENTS

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

DocuSign Envelope ID: 256A24A7-EAAC-497A-AA91-2D3AD7878E9D

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

Signed under the pains and penalties of perjury, I, Brian Keith, an authorized representative of Rooted In, LLC, certify that Rooted In, 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.

DocuSigned by:
622F8C37836348F...

Signature

August 30, 2021

Date

Name: Brian Keith

Title: Chief Operating Officer

Entity: Rooted In, LLC

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

mass.gov/dor

Letter ID: L0778650816
Notice Date: September 1, 2021
Case ID: 0-001-267-822

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

ROOTED IN LLC
22 WARREN ST
BOSTON MA 02119-2467

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

September 1, 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

ROOTED IN LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 20, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **BRIAN S KEITH, JOANNE FRANCOIS KEITH, SOLMON CHOWDHURY, ROKEYA BEGUM**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **BRIAN S KEITH, JOANNE FRANCOIS KEITH, SOLMON CHOWDHURY, ROKEYA BEGUM, BRIAN SEAN KEITH**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **BRIAN SEAN KEITH, JOANNE FRANCOIS KEITH, SOLMON CHOWDHURY, ROKEYA BEGUM**

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:IL

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: 001374113

1. The exact name of the limited liability company is: ROOTED IN LLC

2a. Location of its principal office:
No. and Street: 22 WARREN ST
City or Town: ROXBURY State: MA Zip: 02119 Country: USA

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

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

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
APPLYING FOR LICENSE TO CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: BRIAN KEITH
No. and Street: 105 MT PLEASANT AVE
City or Town: BOSTON State: MA Zip: 02119 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	BRIAN S KEITH	22 WARREN ST ROXBURY, MA 02119 USA
MANAGER	JOANNE FRANCOIS KEITH	22 WARREN ST ROXBURY, MA 02119 USA
MANAGER	SOLMON CHOWDHURY	22 WARREN ST ROXBURY, MA 02119 USA
MANAGER	ROKEYA BEGUM	22 WARREN ST ROXBURY, MA 02119 USA

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

managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ROKEYA BEGUM	22 WARREN ST ROXBURY, MA 02119 USA
SOC SIGNATORY	JOANNE FRANCOIS KEITH	22 WARREN ST ROXBURY, MA 02119 USA
SOC SIGNATORY	SOLMON CHOWDHURY	22 WARREN ST ROXBURY, MA 02119 US
SOC SIGNATORY	BRIAN SEAN KEITH	22 WARREN ST ROXBURY, MA 02119 USA

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

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of March, 2019,
BRIAN SEAN KEITH

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

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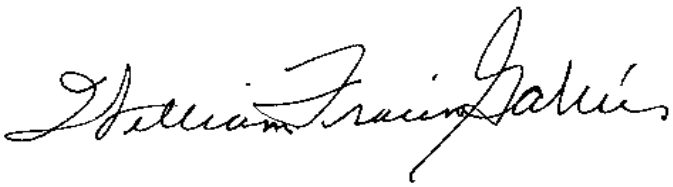
THE COMMONWEALTH OF MASSACHUSETTS

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:

March 20, 2019 12:09 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement"), dated as of the 1st day of August, 2019, is by and among the persons identified as Members on *Schedule A* (each such person being individually referred to as a "Member" and all such persons being referred to collectively as the "Members"). **Rokeya Begum, Joanne Francois Keith, Solmon Chowdhury, and Brian Scan Keith,** each a Member, also serve as, and is signing this Agreement in their capacity as a Manager of the limited liability company formed hereby.

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

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

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

ARTICLE I
Definitions

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

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

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

"**Bankruptcy**" means the occurrence of any of the following events:

i. a Member makes an assignment for the benefit of creditors;

ii. a Member files a voluntary petition in bankruptcy;

iii. a Member is adjudged as bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceeding;

iv. a Member files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

v. a Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature;

vi. a Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Member, or of all or any substantial part of his or her properties; or

vii. One hundred and twenty (120) days after the commencement of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidations, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if, within ninety (90) days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within ninety (90) days after the expiration of any such stay, the appointment is not vacated.

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

i. There shall be credited to each Member's Capital Account the amount of any cash (which shall not include the imputed or actual interest on any deferred contributions) actually contributed by such Member to the capital of the LLC, the fair market value (without regard to I.R.C. § 7701(g) of any property contributed by such Member to the capital of

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

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

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

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

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

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

i. cash disbursements for advertising and promotional expenses, salaries, employee benefits (including profit-sharing, bonus and similar plans), fringe benefits, accounting and bookkeeping services and equipment, costs of sales of assets, utilities, rental payments with respect to equipment or real property, management fees and expenses, insurance, real estate taxes, legal expenses, costs of repairs and maintenance, and any and all other items customarily considered to be "operating expenses";

ii. payments of interest, principal and premium, and points and other costs of borrowing under any indebtedness of the LLC, including, without limitation, (a) any mortgages or deeds of trust encumbering the real property or other assets owned or leased by the LLC, and (b) any Voluntary Loans;

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

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

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

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

"I.R.S." means the Internal Revenue Service.

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

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

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

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

"Net Profits" and **"Net Losses"** mean the taxable income or loss, as the case may be, for a period as determined in accordance with I.R.C. § 703(a) computed with the following adjustments:

i. items of gain, loss and deduction shall be computed based upon the carrying values of the LLC's assets (in accordance with Treasury Regulation Sections 1.704-1(b)(2)(iv)(g) and/or 1.704-3(d)) rather than upon the asset's adjusted basis for federal income tax purposes;

ii. any tax-exempt income received by the LLC shall be included as an item of gross income;

iii. the amount of any adjustment to the carrying value of any LLC asset pursuant to I.R.C. § 734(b) or I.R.C. § 743(b) that is required to be reflected in the Capital Accounts of the Members pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m) shall be treated as an item of gain (if the adjustment is positive) or loss (if the adjustment is negative), and only such amount of the adjustment shall thereafter be taken into account in computing items of income and deduction;

iv. any expenditure of the LLC described in I.R.C. § 705(a)(2)(B) (including any expenditures treated as being described in I.R.C. § 705(a(2)(B) pursuant to Treasury Regulations under I.R.C. § 704(b)) shall be treated as a deductible expenses;

v. the amount of any unrealized gain or unrealized loss attributable to an asset at the time it is distributed in-kind to a Member shall be included in the computation as an item of income or loss, respectively; and

vi. the amount of any unrealized gain or unrealized loss with respect to the assets of the LLC that is reflected in an adjustment to the carrying values of the LLC's assets related to their respective gross fair market values (taking I.R.C. §7701(g) into concern) shall be included in the computation as items of income or loss, respectively.

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

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

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement,

resignation, transfer, other withdrawal, disposition or alienation in any way (whether voluntarily, involuntarily or by operation of law) as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, bankruptcy, liquidation and dissolution.

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

ARTICLE II
General

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

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

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

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

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

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

i. to enter into, execute, modify, amend, supplement, acknowledge, deliver, perform, and carry out contracts of any kind, including operating agreements of limited liability companies (whether as a member or manager), joint venture agreements, limited partnership and general partnership agreements, contracts with Affiliates, including other contracts establishing business arrangements or organizations necessary to, in connection with, or incidental to the accomplishment of, the purposes of the LLC;

ii. to borrow money and issue evidences of indebtedness or guarantees in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens on the property of the LLC;

iii. to the extent that funds of the LLC are available therefor, to pay all expenses, debts and obligations of the LLC;

iv. to enter into or engage in any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by an LLC under the laws of the Commonwealth of Massachusetts; and

v. to take any other action not prohibited under the Act or other applicable law.

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

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

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

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

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

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

ARTICLE III
Capital Contributions; Additional Financing

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

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

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

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

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

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

ARTICLE IV
Cash Distributions

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

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

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

would otherwise be made to a Member pursuant to this Section 4.03 shall be treated as if distributed to such Member at the time it otherwise would have been distributed.

4.04 **Distributions of Assets in Kind.** Except as provided in this Agreement, a Member, regardless of the nature of his, her or its contribution, has no right to demand and receive any distribution from the LLC in any form, other than cash. Except as provided in this Agreement, a Member may not be compelled to accept a distribution of any asset in kind from the LLC to the extent that the percentage of the asset distributed to him, her, or it exceeds a percentage of the asset which is equal to the percentage in which he, she or it shares in distributions from the LLC.

ARTICLE V
Allocation of Net Profits and Net Losses

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

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

ARTICLE VI
Members

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

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

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

holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a Members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the Members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

6.04 **Other Activities.**

i. Except as provided in Section 6.04(ii), below, the Members, Managers and any of their Affiliates may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships, or other LLC's with purposes similar to or the same as those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

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

6.05 **Exculpation and Indemnification; Fiduciary Duty.**

i. Except as otherwise provided for in the Act, the debts, obligations, and liabilities of the LLC, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and no Member shall be obligated personally, for any such debt, obligation, or liability of the LLC solely by reason of being a Member.

ii. The Members' respective obligations to each other are limited to the express obligations described in this Agreement, which obligations the Members shall carry out with ordinary prudence and in a manner characteristic of business persons in similar circumstances. No Member shall be a fiduciary of, or have any fiduciary obligations to, the other Members in connection with the LLC, this Agreement, or such Member's performance of its obligations under this Agreement; and each Member hereby waives to the fullest extent permitted by applicable law any rights it may have to claim any breach of fiduciary obligations under this Agreement or in connection with the LLC.

iii. No Manager or its Affiliates shall have any liability to the LLC or to any Member for any loss suffered by the LLC that arises out of any action or inaction of any Manager or its

Affiliates, if such Manager or its Affiliates, as the case may be, in good faith, determined that such course of conduct was in the best interests of the LLC, and such course of conduct did not constitute gross negligence or willful misconduct of such Manager or its Affiliates.

iv. Each Manager and its Affiliates shall be indemnified by the LLC against any losses, judgements, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Manager or its Affiliates on behalf of the LLC, provided that no indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith, in the reasonable belief that his or her action was in the best interests of the LLC.

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

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

ARTICLE VII
Management

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

All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Managers, and the Members shall have no voting rights except

as specifically provided in this Agreement. Each Manager shall devote such time to the affairs of the LLC as may be reasonably necessary for performance by the Manager of his, her or its duties hereunder, provided such persons shall not be required to devote full time to such affairs.

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

i. to acquire by purchase, lease, exchange or otherwise; and to sell, finance, refinance, encumber and otherwise deal with, any real or personal property;

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

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

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

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

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

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

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

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

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

xi. to engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the LLC;

xii. to pay any and all fees and to make any and all expenditures that the Managers, in its sole direction, deems necessary or appropriate in connection with the organization of the LLC, the management of the affairs of the LLC, and the carrying out of the LLC's obligations and responsibilities under this Agreement, including, without limitation, fees, reimbursements and expenditures payable to a Member or Manager;

xiii. to exercise all powers and authority granted by the Act to Managers, except as otherwise provided in this Agreement;

xiv. to cause the LLC and its properties and assets to be maintained and operated in such a manner as the Managers may determine; subject, however, to obligations imposed by applicable laws or by any mortgage or security interest encumbering the LLC and such properties and assets from time to time, and by any lease, rental agreement or other agreement pertaining thereto;

xv. to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the LLC's business or any part thereof, or determined by the Managers to be in the best interests of the LLC;

xvi. to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed on any of the assets of the LLC unless the same are contested by the Managers; and

xvii. to perform any other act the Managers may deem necessary, convenient or desirable for the LLC or the conduct of the LLC's business.

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

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

i. to sell all or substantially all of the assets of the LLC; or

ii. cause the LLC to engage in conduct or business that materially alters the nature or position of the LLC.

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

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

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

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

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

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

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

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

ARTICLE VIII
Fiscal Matters

8.01 **Books and Records**. The Managers shall keep or cause to be kept complete and accurate books and records of the LLC in accordance with federal income tax principles and otherwise in accordance with generally accepted accounting principles consistently applied, which shall be

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

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

8.02 **Reports.** Within one hundred and twenty (120) days after the end of each fiscal year, the Managers shall cause to be prepared and sent to all Members a financial report of the LLC, including a balance sheet and a profit and loss statement, and, if such profit and loss statement is not prepared on a cash basis, a statement of changes in financial position. Within ninety (90) days after the end of each fiscal year, the Managers shall furnish all Members with such information as may be needed to enable the Members to file their federal income tax returns and any required state income tax return. The cost of all such reporting shall be paid by the LLC as an LLC expense. Any Member may, at any time, at its own expense, cause an audit of the LLC books to be made by a certified public accountant of its own selection. All expenses incurred by such accountant shall be borne by such Member.

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

8.04 **Fiscal Year and Accounting Method.** The fiscal year of the LLC shall end on December 31 of each year, unless I. R. C. §706 requires the use of a different taxable year in which case the fiscal year shall be the same as such taxable year; provided, however, that the last fiscal year of

the LLC shall end on the date the LLC liquidates. The LLC shall use the cash method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be affected by the filing of appropriate forms with the IRS and state tax authorities.

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

8.06 **Annual Income Tax Returns and Reports.** Within sixty (60) days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each Member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. Because this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065 - Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

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

ARTICLE IX
Transfers of Interest

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

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

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

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

9.04 **Transfer on Death.** Except as provided above, a Transferee from an estate or trust on the death of a Member shall not become a Member. Surviving Members shall have the right to purchase, pro rata, the whole of the LLC interest of the deceased Member. Election to purchase shall be made within three (3) months of the appointment of an executor or administrator ("estate representative"), or if the LLC interest is held in trust, four (4) months from the date of death, and the term "estate representative" will include trustees.

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

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

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

9.10 **Divorce of Members.** If two LLC Members are married and subsequently divorce, the shares of each Member involved in the divorce, shall not be subject to an award by a court --

such shares shall be treated as separate from the marital property and kept out of any divorce proceeding. Subsequent to the divorce, each Member shall retain all rights in his/her previously owned shares.

ARTICLE X
Miscellaneous

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

i. the sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a Transfer of assets of the LLC in return for consideration other than cash, and the Managers decide not to distribute all or substantially all of such non-cash items to the Members;

ii. subject to the provisions of Section 9.04, the death, insanity, retirement, resignation, expulsion, Bankruptcy, dissolution or occurrence of any other event that terminates the membership of a Member who is also a Manager;

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

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

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

10.02 **Continuation of the LLC.** Notwithstanding the occurrence of an event specified in Section 10.01, the LLC shall not be dissolved, and its business and affairs shall not be discontinued, and the LLC shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if the remaining Members, acting by Consent,

elect within ninety (90) days after such occurrence to continue the LLC and the LLC's business, and designate from among the Members one or more Managers.

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

10.04 Distributions upon Liquidation.

i. After paying liabilities owed to creditors, the Managers or such liquidator shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by such Manager or such liquidator to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as such Manager or such liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth below in Section 10.04(ii).

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

ARTICLE XI
General Provisions

11.01 **Notices.** Any notice, demand, request or report required or permitted to be given or made to a Member or Manager under this Agreement must be in writing and is deemed given or made

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

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

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

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

11.04 **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

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

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

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

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

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

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

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

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

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

[THE SIGNATURE PAGE FOLLOWS.]

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

MANAGERS:

Rokeya Begum

Joanne Francois Keith

Solmon Chowdhury

Brian S. Keith

MEMBERS:

Rokeya Begum

Joanne Francois Keith

Solmon Chowdhury

Brian S. Keith

SCHEDULE A

TO OPERATING AGREEMENT OF ROOTED IN, LLC

MEMBERS

Names and Address of Members	Percentage Interest	Capital Contribution	Assets
Rokcya Begum	40%	$2,500	$0.00
Brian Keith	10%	$2,500	$0.00
Joanne Francois Keith	40%	$2,500	$0.00
Solmon Chowdhury	10%	$2,500	$0.00
TOTAL:	100%	$10,000	$0.00

AMENDED SCHEDULE A

TO OPERATING AGREEMENT OF ROOTED IN, LLC

MEMBERS

Names and Address of Members	Percentage Interest	Capital Contribution	Assets
Rokeya Begum	45%	$2,500	$0.00
Brian Keith	20%	$2,500	$0.00
Joanne Francois Keith	29%	$2,500	$0.00
Solmon Chowdhury	6%	$2,500	$0.00
TOTAL:	100%	$10,000	$0.00

RESOLUTIONS ADOPTED BY LLC MEMBERS OF:
ROOTED IN, LLC

The undersigned, being the members of Rooted In, LLC hereby adopt the following resolution.

1. **Resolved.**

   The Membership percentages will be amended as follows: Rokeya Begum - 45%; Joanne Francois Keith - 29%; Brian Sean Keith - 20% and Solmon Chowdhury - 6%. These percentages will also be reflected in an Amended Schedule A, attached to the Operating Agreement. The initial Operating Agreement remains in full force and effect.

2. **Resolved**, that all the acts taken above and resolutions are approved, ratified, and adopted.

Members' Signatures:	Printed Name:	Date:
	Rokeya Begum	10-26-2020
	Joanne Francois Keith	10/26/2020
	Solmon Chowdhury	10-26-2020
	Brian Sean Keith	10/26/2020

AMENDED SCHEDULE A as of 10/26/2021
TO OPERATING AGREEMENT OF ROOTED IN LLC

MEMBERS

NAME OF MEMBERS	PERCENTAGE INTEREST	CAPITAL CONTRIBUTION	ASSETS
Rokeya Begum	41%	$2,500	$0.00
Brian Keith	20%	$2,500	$0.00
Joanne Francois Keith	29%	$2,500	$0.00
Solmon Chowdhury	10%	$2,500	$0.00
Total	100%	$10,000	$0.00

RESOLUTIONS ADOPTED BY LLC MEMBERS OF:
ROOTED IN LLC

The undersigned, being the members of Rooted In, LLC hereby adopt the following resolution:

1. Resolved,

   The Membership percentages will be amended as follows: Rokeya Begum - 41%; Joanne Francois Keith -29%; Brian Sean Keith - 20% and Solmon Chowdhury - 10%. These percentages will also be reflected in an Amended Schedule A, attached to the Operating Agreement. The initial Operating Agreement remains in full force and effect.

2. Resolved, that all the acts taken above and resolutions are approved, ratified, and adopted.

Members Signatures:	Printed Names:	Date:
Rokeya	Rokeya Begum	10-25-21
Joanne Keith	Joanne Francois Keith	10/25/21
	Solmon Chowdhury	10/25/2021
	Brian Sean Keith	10/25/21

PLAN FOR OBTAINING LIABILITY INSURANCE

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

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

BUSINESS PLAN

Rooted In, LLC ("Rooted In Roxbury") is an applicant for Marijuana Establishment Licenses in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high-quality cannabis to consumers who are 21 years of age or older.

LICENSE TYPES

Rooted In Roxbury is applying for the following License from the Massachusetts Cannabis Control Commission (the "Commission") to operate a Marijuana Establishments in Massachusetts:

- Marijuana Retailer at 331 Newbury Street, Boston, MA 02115

WHAT DRIVES US

Rooted In Roxbury's goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Rooted In Roxbury's operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

TEAM

GENERAL

Rooted In Roxbury has put together a team to implement the operations of the Marijuana Establishment and intends to create 25-30 full-time staff positions within the first three years of operation. No Person or Entity Having Direct or Indirect Control over Rooted In Roxbury team is or will be a controlling person with over more than three licenses in a particular class of license.

FOUNDERS

Founders Rokeya Begum, Joanne Keith, Solmon Chowdhury, and Brian Keith bring with them over 20 years of experience as small business owners having operated the Shanti restaurants in Dorchester, Roslindale, and Roxbury neighborhoods of Boston, and the Kendall Sq neighborhood in Cambridge, as well as the Dudley Café in Roxbury's Nubian Square. This experience has provided expertise in the areas of retail operation, luxury marketing, and

regulated industries. Along with over 30 years as community advocates serving on the boards for local schools, Boston Main Streets, and civic organizations, the leadership team brings with them over 3 years of planning and research in the local cannabis space.

COMPANY DESCRIPTION

STRUCTURE

Rooted In Roxbury is a Massachusetts domestic limited liability company that is applying for a License from the Commission to operate Marijuana Establishments in the Commonwealth.

Rooted In Roxbury will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

OPERATIONS

Rooted In Roxbury will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products and finished, stored marijuana; conduct a monthly inventory of finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Rooted In Roxbury will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold, or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Rooted In Roxbury will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

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

Rooted In Roxbury will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Rooted In Roxbury will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Rooted In Roxbury will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Rooted In Roxbury. If Rooted In Roxbury is unable to secure a surety bond, it will place in escrow a sum of no less than $5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Rooted In Roxbury has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Rooted In Roxbury and Rooted In Roxbury agents will comply with all local rules, regulations, ordinances, and bylaws.

SECURITY

Rooted In Roxbury will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Rooted In Roxbury's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of

the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to always ensure clear visibility of the area.

Only Rooted In Roxbury's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Rooted In Roxbury will maintain a current list of individuals with access. Rooted In Roxbury will have security personnel on-site during business hours.

On-site consumption of marijuana by Rooted In Roxbury's employees and visitors will be prohibited.

BENEFITS TO HOST COMMUNITIES

Rooted In Roxbury looks forward to working cooperatively with its host communities to ensure that Rooted In Roxbury operates as a responsible, contributing member of those host communities. Rooted In Roxbury has established a mutually beneficial relationship with its host communities in exchange for permitting Rooted In Roxbury to site and operate.

Rooted In Roxbury's host communities stand to benefit in various ways, including but not limited to the following:

1. Jobs: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Monetary Benefits: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. Access to Quality Product: Rooted In Roxbury will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over Rooted In Roxbury's security systems and processes.
5. Responsibility: Rooted In Roxbury is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: Rooted In Roxbury's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

MARKET RESEARCH

CUSTOMERS

Rooted In Roxbury will only sell marijuana and marijuana products to customers ages 21 years and older that provide valid identification.

COMPETITIVE ADVANTAGE

Rooted In Roxbury's competitive advantages over their competition include a leadership team with over 20 years of experience in retail operations, luxury marketing, and regulated industries, and over 30 years as community activists. Additionally, Rooted in Roxbury's 331 Newbury Street is a high visibility location offering high foot traffic with business and residential neighbors supportive of their entrance into the community.

Rooted In Roxbury possesses several strengths that separate Rooted In Roxbury from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

REGULATIONS

Rooted In Roxbury is a Massachusetts domestic limited liability company. Rooted In Roxbury will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Rooted In Roxbury will apply for all state and local permits and approvals required to build out and operate the facility.

Rooted In Roxbury 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.

PRODUCTS & SERVICES

In addition to traditional sativa, indica, and hybrid cannabis flower, Rooted In Roxbury will offer a wide range of products that will allow Rooted In Roxbury to serve customers with a wide variety of needs. Products Rooted In Roxbury intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use C02 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

PRICING STRUCTURE

Rooted In Roxbury's pricing structure will vary based on market conditions. Rooted In Roxbury plans to provide products of superior quality and will price accordingly.

MARKETING & SALES

GROWTH STRATEGY

Rooted In Roxbury's plan to grow the company includes:

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

Rooted In Roxbury plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

COMMUNICATION

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

All marketing, advertising, and branding produced by or on behalf of Rooted In Roxbury will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

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

Rooted In Roxbury will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;

4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

Rooted In Roxbury will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

SALES

Rooted In Roxbury will sell its products and services by engaging customers with knowledgeable personnel who will act as advisors; working with customers to understand their wants and meet their needs.

Rooted In Roxbury will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

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

LOGO

Rooted In Roxbury has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo can be found below:

FINAL REMARKS

Rooted In Roxbury has the experience and know-how to provide high quality, consistent, laboratory-tested cannabis and derivatives safely and efficiently. Rooted In Roxbury hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Rooted In Roxbury's security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed $250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Rooted In Roxbury is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Rooted In Roxbury looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

ROOTED IN
ROXBURY

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Rooted In, LLC ("Rooted In Roxbury") will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Rooted In Roxbury agent will immediately inspect the person's proof of identification and determine the person's age, in accordance with 935 CMR 500.140(2).

In the event Rooted In Roxbury discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Rooted In Roxbury will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Rooted In Roxbury will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Rooted In Roxbury will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Rooted In Roxbury will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, "**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.**" Pursuant to 935 CMR 500.105(6)(b), Rooted In Roxbury packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are "neon" in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Rooted In Roxbury's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

Rooted In, LLC ("Rooted In Roxbury") will comply with the following sanitary requirements:

1. Any Rooted In Roxbury agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Rooted In Roxbury agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
    a. Maintaining adequate personal cleanliness; and
    b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Rooted In Roxbury's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Rooted In Roxbury's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Rooted In Roxbury's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Rooted In Roxbury will ensure that litter and waste is properly removed and 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);
6. Rooted In Roxbury's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Rooted In Roxbury's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Rooted In Roxbury's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Rooted In Roxbury will ensure that 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;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Rooted In Roxbury acknowledges and understands that the Commission may require Rooted In Roxbury to demonstrate the intended and actual use of any toxic items found on Rooted In Roxbury's premises;

11. Rooted In Roxbury will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Rooted In Roxbury's needs;
12. Rooted In Roxbury's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Rooted In Roxbury will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Rooted In Roxbury will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Rooted In Roxbury will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Rooted In Roxbury's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Rooted In Roxbury will ensure that Rooted In Roxbury's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Rooted In Roxbury will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Rooted In Roxbury to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

<u>Testing</u>
Rooted In Roxbury will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Rooted In Roxbury for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Rooted In Roxbury's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Rooted In Roxbury's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Rooted In Roxbury's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of *the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Rooted In Roxbury acknowledges and understands that the Commission may require additional testing.

Rooted In Roxbury's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Rooted In Roxbury and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Rooted In Roxbury will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Rooted In Roxbury acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in

excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Rooted In Roxbury's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Rooted In Roxbury for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal.*

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal.*

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Rooted In, LLC ("Rooted In Roxbury") will securely maintain personnel records, including registration status and background check records. Rooted In Roxbury will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

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

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

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

Agent Background Checks

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

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

c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

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

Personnel Policies and Training

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

Rooted In Roxbury will have a policy for the immediate dismissal of any dispensary agent who has:

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

ROOTED IN ROXBURY

RECORDKEEPING PROCEDURES

General Overview

Rooted In, LLC ("Rooted In Roxbury") has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Rooted In Roxbury documents. Records will be stored at Rooted In Roxbury in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

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

- Corporate Records
  Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - Directors & Officers Policy
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - Commission Requirements:
    - Annual Agent Registration
    - Annual Marijuana Establishment Registration
  - Local Compliance:
    - Certificate of Occupancy
    - Special Permits
    - Variances
    - Site Plan Approvals
    - As-Built Drawings
  - Corporate Governance:
    - Annual Report
    - Secretary of Commonwealth Filings
- Business Records
  Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
  - Assets and liabilities;
  - Monetary transactions;

- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Rooted In Roxbury.

- Personnel Records

  At a minimum, Personnel Records will include:
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Rooted In Roxbury and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
  - Rooted In Roxbury will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
  - Rooted In Roxbury will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR

500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer
    - Rooted In Roxbury will maintain records that is has performed 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 the sales data and produce such records on request to the Commission.
- Incident Reporting Records
    - Within ten (10) calendar days, Rooted In Roxbury will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
    - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Rooted In Roxbury for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Rooted In Roxbury's jurisdiction on request.
- Visitor Records
    - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
    - When marijuana or marijuana products are disposed of, Rooted In Roxbury will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Rooted In Roxbury agents present during the disposal or other handling, with their signatures. Rooted In Roxbury will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
    - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
    - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.

    - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Rooted In Roxbury is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
    - Rooted In Roxbury will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
    - Records that any and all of Rooted In Roxbury's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
    - Rooted In Roxbury shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
    - In the event Rooted In Roxbury closes, all records will be kept for at least two (2) years at Rooted In Roxbury's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Rooted In Roxbury will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

  Policies and Procedures related to Rooted In Roxbury's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
    - Security measures in compliance with 935 CMR 500.110;
    - Employee security policies, including personal safety and crime prevention techniques;
    - A description of Rooted In Roxbury's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
    - Storage of marijuana in compliance with 935 CMR 500.105(11);
    - 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;
    - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);

- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
    - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
    - Engaged in unsafe practices with regard to Rooted In Roxbury operations, which will be reported to the Commission; or
    - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Rooted In Roxbury, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Rooted In Roxbury's website.
- Policies and procedures for the handling of cash on Rooted In Roxbury premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
    - 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;
    - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
    - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
    - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication

plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

- License Renewal Records
    - Rooted In Roxbury shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

ROOTED IN ROXBURY

MAINTAINING OF FINANCIAL RECORDS

Rooted In, LLC's ("Rooted In Roxbury") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

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

- Additional written business records will be kept, including, but not limited to, records of:
    - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
    - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
    - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
    - Rooted In Roxbury shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

ROOTED IN ROXBURY

QUALIFICATIONS AND TRAINING

Rooted In, LLC ("Rooted In Roxbury") will ensure that all employees hired to work at a Rooted In Roxbury facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Rooted In Roxbury will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Rooted In Roxbury discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Rooted In Roxbury will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Rooted In Roxbury's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. A Rooted In Roxbury Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program ("RVT") courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Rooted In Roxbury or by a third-party vendor engaged by the Rooted In Roxbury. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Rooted In Roxbury Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

Rooted In Roxbury Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
    - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
    - The amount of time to feel impairment;

  - Visible signs of impairment; and
  - Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
  - How to check identification;
  - Spotting and confiscating fraudulent identification;
  - Common mistakes made in identification verification.
  - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Rooted In Roxbury Agents which shall include:
  - Conduct of Rooted In Roxbury Agents;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Local and state licensing and enforcement, including registration and license sanctions;
  - Incident and notification requirements;
  - Administrative, civil, and criminal liability;
  - Health and safety standards, including waste disposal;
  - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
  - Permitted hours of sale;
  - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
  - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Rooted In Roxbury will encourage administrative employees who do not handle or sell marijuana to take the "Responsible Vendor" program on a voluntary basis to help ensure compliance. Rooted In Roxbury's records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each Rooted In Roxbury Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Rooted In Roxbury to maintain designation as a Responsible Vendor. Once the Rooted In Roxbury Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ROOTED IN ROXBURY

ENERGY COMPLIANCE PLAN

Rooted In, LLC ("Rooted In Roxbury") is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Rooted In Roxbury will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Potential Energy-Use Reduction Opportunities

Rooted In Roxbury is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Rooted In Roxbury will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

Rooted In Roxbury is in the process of considering opportunities for renewable energy generation (including wind and solar options). Rooted In Roxbury's preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Rooted In Roxbury may reconsider at a future date. Rooted In Roxbury will also consult with its architects and engineers when designing the facility to determine the building's capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

Strategies to Reduce Electric Demand

Rooted In Roxbury is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Rooted In Roxbury will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

Rooted In Roxbury also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to

identify other potential energy saving programs and initiatives. Rooted In Roxbury will also coordinate with its utility companies to explore any energy efficiency options available to Rooted In Roxbury.

DIVERSITY PLAN

STATEMENT OF PURPOSE

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

GOALS

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

- Recruit, Hire, Train and Promote a diversified staff of managers and agents, with minimums of 51% People of Color, 51% Women, 10% Veterans, 5% LGBTQ+, and 5% persons with disabilities
- Empower the next generation of BIPOC adult learners and veterans to participate in the Cannabis industry with hands-on project-based experience via an annual internship program

PROGRAMS

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

- Diversity Equity and Inclusion (DEI) within Cannabis
    - Track hires on an on-going basis to determine if diverse applicants are represented in the applicant pool, being interviewed, and hired into professional level positions
    - Post open positions (as they become available, but not less than annually) with the National Labor Exchange

- Paid Adult/Mature Student Internships (21+) in Business Management, Entrepreneurship, Communications, and/or Marketing
    - Post all internships on Job Boards within Boston-area Academic Institutions that participate in the Yellow Ribbon Program; namely UMASS Boston, Emerson College, Lesley University, Suffolk University, MCPHS, Endicott College, and Roxbury Community College
    - Receive at least six applications from the aforementioned schools for each internship cycle from veterans and/or BIPOC
    - 75% of interns receive academic credit for their internship with Rooted In Roxbury
- Formerly incarcerated BIPOC and adults with intellectual disabilities job program
    - Post all jobs to local organizations that serve formerly incarcerated BIPOC and adults with intellectual disabilities; namely Boston TenPoint Coalition, Community Reentry for Women (CREW), Aid to Incarcerated Mothers, Community Resources for Justice (CRJ), and Boston Re-Entry Initiative (BRI)
    - 25% of all new hires who are formerly incarcerated BIPOC and adults with intellectual disabilities remain employed after a 90-day probationary period
    - Promote at least 5% of employees who are formerly incarcerated BIPOC to management positions within 2 years of employment

MEASUREMENTS

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

- DEI within Cannabis
    a. Document diversity of new hires as well as past hires, which may include anonymous, voluntary surveys
    b. Track hires on an on-going basis to determine if diverse applicants are represented in the applicant pool, being interviewed, and hired into professional level positions
    c. Document any open positions posted with the National Labor Exchange.
- Internship Program
    a. Document internship opportunities posted with Boston-area Academic Institutions that participate in the Yellow Ribbon Program;
    b. Record any applications received for the internship program;
    c. Document all participants in the internship program, including the training received and any credits conferred
- Job Program

a. Document any jobs posted with Boston TenPoint Coalition, Community Reentry for Women (CREW), Aid to Incarcerated Mothers, Community Resources for Justice (CRJ), and Boston Re-Entry Initiative (BRI)
b. Analyze the percentage of all new hires who are formerly incarcerated BIPOC and adults with intellectual disabilities remain employed after a 90-day probationary period
   - Document the number of employees who are formerly incarcerated BIPOC to management positions within 2 years of employment

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

ACKNOWLEDGEMENTS

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