



## Massachusetts Cannabis Control Commission

### Marijuana Microbusiness

#### General Information:

License Number: MB281863  
Original Issued Date: 08/01/2022  
Issued Date: 08/01/2022  
Expiration Date: 08/01/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Tastebud Farms, LLC

Phone Number: 978-884-6972 Email Address: joe@readyre.com

Business Address 1: 70 Wilbur Street Business Address 2: U2

Business City: Lowell Business State: MA Business Zip Code: 01851

Mailing Address 1: 70 Wilbur Street Mailing Address 2: U2

Mailing City: Lowell Mailing State: MA Mailing Zip Code: 01851

### 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: 33.33 Percentage Of Control: 33.33

Role: Director Other Role:

First Name: Joseph Last Name: Ready Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity: Irish

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 33.33

Percentage Of Control: 33.33

Role: Director

Other Role:

First Name: Daniel

Last Name: Cohen

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

#### Person with Direct or Indirect Authority 3

Percentage Of Ownership: 33.33

Percentage Of Control: 33.33

Role: Manager

Other Role:

First Name: David

Last Name: Branco

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

##### Individual Contributing Capital 1

First Name: Joseph

Last Name: Ready

Suffix:

Types of Capital: Monetary/Equity,  
Buildings

Other Type of  
Capital:

Total Value of the Capital Provided:  
\$250000

Percentage of Initial Capital:  
10

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor

Establishment Activities: Cultivating

Establishment Address 1: 70 Wilbur Street

Establishment Address 2: Unit 2

Establishment City: Lowell

Establishment Zip Code: 01851

Approximate square footage of the Establishment: 3050

How many abutters does this property have?: 35

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

Date generated: 09/01/2022

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Certification Form Signed 4.29.2021.pdf	pdf	60cb9730c278b808ca089237	06/17/2021
Certification of Host Community Agreement	Host Community Agreement Signed 4.29.2021.pdf	pdf	60cb9741479c6808a91cb3bf	06/17/2021
Plan to Remain Compliant with Local Zoning	Tastebud Farms Plan to Remain Compliant with Local Zoning.pdf	pdf	613ff860d905310789ae5cb0	09/13/2021
Community Outreach Meeting Documentation	Community Outreach Attestation_Redacted Labels Top Right Corner.pdf	pdf	6189ab80e3155f31cafce139	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	Plan for Positive Impact (updated 12_21_21).pdf	pdf	61c201fe434e1f4432e3c4a3	12/21/2021

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

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

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Date generated: 09/01/2022

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Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Tastebud Farms Certificate of Good Standing.pdf	pdf	6140095e0f4d6c075e3de9cf	09/13/2021
Articles of Organization	Articles of Organization.pdf	pdf	61400b11d905310789ae5cc4	09/13/2021
Department of Revenue - Certificate of Good standing	Letter of Good Standing DOR.pdf	pdf	61787bfb2c8fa137b9c73d37	10/26/2021
Bylaws	TBF LLC - OA Clean 27OCT21.pdf	pdf	617ad4f32c8fa137b9c74893	10/28/2021
Bylaws	Affidavit DoUA.pdf	pdf	6189af6ebd22c23791131d97	11/08/2021

No documents uploaded

Massachusetts Business Identification Number: 001435227

Doing-Business-As Name: Tastebud Farms

DBA Registration City: Lowell

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Tastebud Farms Business Plan (updated 2-19-21).pdf	pdf	60e4df313678b8028bd42fb1	07/06/2021
Plan for Liability Insurance	Tastebud Farms Plan to Obtain Insurance Updated 11.8.2021.pdf	pdf	6189b1667c9a0537aea4b62a	11/08/2021
Proposed Timeline	PROPOSED TIMELINE2.pdf	pdf	61a27b05603d6a07ff49bb7c	11/27/2021

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Energy Compliance Plan	Energy Compliance Plan_ Tastebud Farms.pdf	pdf	6178718199d47637982b7ad5	10/26/2021
Inventory procedures	Inventory Procedures_ Tastebud Farms.pdf	pdf	61787183084df83201bf6018	10/26/2021
Maintaining of financial records	Maintaining Financial Records_ Tastebud Farms.pdf	pdf	617871835ca77d31bb6af1e4	10/26/2021
Personnel policies including background checks	Personnel Policies (including background checks)_ Tastebud Farms (check against Pure).pdf	pdf	617871b83982c731eb1c3189	10/26/2021
Plan to Obtain Marijuana	Plan to Obtain Marijuana_ Tastebud Farms.pdf	pdf	617871ba7f037d37d69b6c23	10/26/2021
Policies and procedures for cultivating	Policies and Procedures for Cultivating_ Tastebud Farms.pdf	pdf	617871d57c9a0537aea46974	10/26/2021
Prevention of diversion	Prevention of Diversion_ Tastebud Farms.pdf	pdf	617871d699d47637982b7add	10/26/2021
Qualifications and training	Qualifications and Training_ Tastebud Farms.pdf	pdf	617871e0bd22c2379112d1d0	10/26/2021
Record Keeping procedures	Record Keeping_ Tastebud Farms .pdf	pdf	6178720cd8c16731dcdbc1a3	10/26/2021
Storage of marijuana	Storage of Marijuana_ Tastebud Farms.pdf	pdf	6178720e7f037d37d69b6c2d	10/26/2021
Security plan	Security Plan_ Tastebud Farms (updated	pdf	6189b1d86155aa37c4255ed8	11/08/2021

	11_6_21).pdf			
Transportation of marijuana	Operating Policies and Procedures (Transportation)_ Tastebud Farms (11_6_21).pdf	pdf	6189b24c44662a31f2891883	11/08/2021
Restricting Access to age 21 and older	Operating Procedures and Policies (Restricting Access to Age 21)_ updated 11_6_21.pdf	pdf	6189b28f2c8fa137b9c7888a	11/08/2021
Quality control and testing	Quality Control and Testing_ Tastebud Farms (1).pdf	pdf	61a27b738dbb7907d548d942	11/27/2021
Diversity plan	Diversity Plan_ Tastebud Farms (created 12_21_21) v.2.pdf	pdf	61c22ba9d4f4b84609a5912c	12/21/2021

## ATTESTATIONS

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

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

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

### Notification:

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

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

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

## ADDITIONAL INFORMATION NOTIFICATION

Notification:

## COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

## COMPLIANCE WITH DIVERSITY PLAN

No records found

## PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

## HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 4:00 PM
Tuesday From: 8:00 AM	Tuesday To: 4:00 PM
Wednesday From: 8:00 AM	Wednesday To: 4:00 PM
Thursday From: 8:00 AM	Thursday To: 4:00 PM
Friday From: 8:00 AM	Friday To: 4:00 PM
Saturday From: 8:00 AM	Saturday To: 4:00 PM

Sunday From: 8:00 AM      Sunday To: 4:00 PM

## 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):

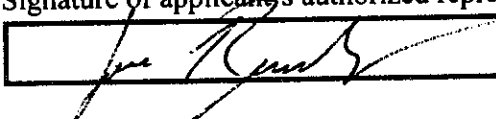
1. Name of applicant:

Tastebud Farms, LLC

2. Name of applicant's authorized representative:

Joseph Ready

3. Signature of applicant's authorized representative:



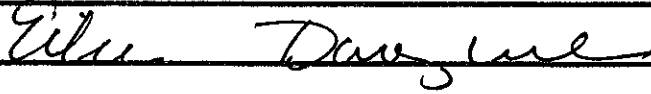
4. Name of municipality:

City of Lowell

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

Eileen Donoghue, City Manager

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



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).*):

eslagle@lowellma.gov

8. Host community agreement execution date:

4 | 29 | 2021



City of Lowell, MA

HOST COMMUNITY AGREEMENT

This document comprises the Host Community Agreement contemplated in M.G.L. c. 94G § 3(d) between the Owner of the Marijuana Business known as Tastebud Farms, LLC (hereinafter 'Owner') and the City of Lowell (hereinafter 'City') for the location of a Marijuana Cultivation and Product Manufacturing Facility at 70 Wilbur St, Lowell MA, 01851.

1. Direct City Payment – Community Impact Fee

- A. The Owner shall pay 3% of gross revenues per year to the City in installments paid annually. Gross revenue shall mean the grand total of all sales transactions, without any deductions included in the figure. This definition shall include any sales of any products produced at the Marijuana Facility ('Facility'), including but not limited to, marijuana, marijuana infused products, edibles, and any other products that facilitate the use of marijuana, such as pipes, vaporizers, containers, etc. and any other products sold from the Facility, including retail merchandise, such as clothing. Such revenue amount shall be calculated pursuant to accepted business practices consistent with any rules or guidelines laid out by the Cannabis Control Commission ('CCC') and/or the Massachusetts Department of Revenue ('DOR'). The annual payment ("Payment") shall be due on the first day of March following the date Owner receives occupancy permits from the City, or commences operation if occupancy permits are not required. After the first Payment, the Company shall make subsequent annual payments to the City on the first day of each March. Payments made after the 15<sup>th</sup> of March shall be subject to a 12% late fee.
- B. The Owner shall make the annual payments by mailing or delivering a check, payable to the "City of Lowell", to the following address: City of Lowell, c/o City Manager, 375 Merrimack Street, 2<sup>nd</sup> Floor, Room 43, Lowell MA, 01852.

2. Community Impact

City payments shall be used at the sole discretion of the City, and such uses may include, but not be limited to, the following:

- A. First responder programs (including, but not limited to law enforcement, fire response, EMS, hospitals and clinics);
- B. Lowell Board of Health initiatives;
- C. Drug abuse prevention/treatment/counseling/education program(s);
- D. Primary and secondary drug education programs;
- E. Traffic mitigation and infrastructure improvement;
- F. Increased police patrols;
- G. Costs associated with Secret Shopper program;
- H. Drug recognition expert funding;

- I. City purchase, use, and training associated with administering Narcan;
- J. City planning and inspectional staff, including overhead.

Both the Owner and the City agree that such uses are compliant with the requirements for community impact fees in M.G.L. c. 94G § 3(d).

3. Property Taxes

- A. Owner shall pay both real estate and personal property taxes due as determined by the City Assessor's Office.
- B. Owner will enter into a Payment in Lieu of Taxes ("PILOT") agreement if Owner ever purchases a property in Lowell for either a dispensary or cultivation facility, and it is determined by the State Department of Revenue that Owner is a non-profit for property tax purposes. The Pilot shall reflect the actual taxes as determined by the City Assessor. In the event that Owner purchases the property but is not found to be tax exempt, Owner shall be responsible for taxes as determined by the City Assessor.

4. Energy Aggregation – Owner agrees that during the period governed by this Agreement and all amendments thereto, all of Owner's facilities within the City of Lowell will participate in the City of Lowell's aggregation program.

5. Local Vendors - Owner will use best efforts to utilize local businesses for the following services, whenever possible:

- A. Commercial HV AC Maintenance (on-going);
- B. Trash/waste removal (on-going);
- C. Phone systems (up front);
- D. Flooring/Carpeting (upfront);
- E. Office Furniture (upfront and on-going);
- F. Plumber (upfront and on-going);
- G. Local subcontractors for build-out (upfront);
- H. Security contracts - including retired local law enforcement (ongoing);
- I. Sanitation and Janitorial Supplies (on-going);
- J. Food Catering (on-site and off-site for staff) (on-going);
- K. Landscaping and Snow Removal (on-going).

6. Local Hiring

- A. Facility Activities: Owner expects to hire 15-20 full time staff for its Facility in Lowell along with another 5-10 part time employees. Total dispensary operations salaries are projected to be \$630,000 - \$870,000, depending on sales volume.
- B. Owner is committed to hiring local, qualified employees. To the extent permissible by law, subject to other equity provisions, Owner shall give a hiring preference to City residents.

7. Leadership Rating Criteria

- A. To the extent practicable, the Owner will strive to meet each and every Leadership Rating Criteria laid out by the CCC within 3 years of the date of this Agreement.

8. Owner shall provide the City with a report of the Marijuana Facility operations which includes the following information on an annual basis by January 30<sup>th</sup> of each year.

- A. Total number of full-time and part-time employees on staff;
- B. Total salary amount for all employees in Lowell facility/facilities;
- C. Total gross revenue for previous calendar year, please see 1. above;
- D. Total community impact fee paid to City in prior calendar year;
- E. Anticipated community impact fee for the next calendar year;
- F. Report on percentages of local businesses engaged/hired and other such contributions to the local economy;
- G. Report on local hiring;
- H. Status of Owner in Leadership Rating criteria laid out by the CCC.

9. Annual Meeting

- A. Within 30 days of the submission of the Annual Report (see above), the Owner and the City shall have a meeting to discuss an issues and/or concerns regarding the operation of the Facility in the previous calendar year;
- B. If the City has issues and/or concerns regarding the operation of the Facility, then the City shall give the Owner a reasonable opportunity to correct such issues and/or concerns.

10. Term

- A. This Agreement shall run for five (5) years from the date of the opening of the Marijuana Facility, which shall be the first day the Marijuana Facility sells Marijuana Products, or transfers finished product to a Marijuana Retailer.
- B. This Agreement is contingent on the Owner obtaining a license from the CCC for the operation of a Facility in the City, and the Owner's receipt of any and all local approvals to locate, occupy and operate such Facility.
- C. Six (6) months prior to the expiration of this Agreement, Owner shall inform the City in writing of one of the following:
  - a. Request to negotiate an extension to the Agreement;
  - b. Intent to cease operations at the end of the current Agreement.
- D. In the event that Owner requests an extension of the Agreement, both parties agree to negotiate in good faith an extension of this Agreement with the same terms so long as Owner remains in good standing and in compliance with all state and local laws and regulations and in compliance with the terms of this Agreement. If, at the end of the term of this Agreement, the Owner and the City have not reached a mutually acceptable amendment, extension or subsequent agreement, the parties shall notify the CCC and the Owner shall have 30 days within which to cease operations in the City.

- E. Both parties agree that continuing operation of a Marijuana Facility in the City without a valid Agreement shall be grounds for revocation of licenses with the CCC, City entrance onto and shut down of Facility Property by agents of the City, forfeiture and impoundment of any product at the Facility by the City, and liquidated damages of \$3,000 per day paid to the City. Prior to initiating any enforcement actions set forth in this section, the City shall provide Owner with written notice and an opportunity to be heard by the City Manager.
11. Events of Default: The Owner shall be deemed to have committed an event of default if any of the following occur:
- A. The Owner fails to locate a Facility in the City;
  - B. The Owner relocates the Facility out of the city, without prior approval from the City;
  - C. The Owner fails to obtain, and maintain in good standing, all necessary local licenses and permits;
  - D. The Owner ceases to operate a Facility in the City;
  - E. The Owner fails to maintain any and all licenses with the CCC in good standing, or has any license with the CCC suspended for more than three (3) months or revoked; and,
  - F. The Owner fails to make payments to the City as required under this Agreement, and such failure remains uncured for thirty (30) days.
12. Termination
- A. The City may terminate this Agreement upon any occurrence of default, as described above, provided that the City provides thirty (30) days written notice to Owner setting forth the cause for termination, and a reasonable opportunity to cure such default.
13. The terms of this Agreement will not constitute a waiver of the City's regulatory authority or of the Owner's responsibilities not otherwise addressed by this Agreement.
14. The parties agree that the Owner shall provide a traffic and parking plan for review and approval by City staff prior to opening. The parties agree that the Marijuana Facility shall not open without a traffic and parking plan approved by the Lowell Police Department and the City's Transportation Engineer.
15. The Owner shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the City.
16. The Owner shall comply with all laws, rules, regulations and orders applicable to the Facility; such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work.
17. If any term or condition of this Agreement, or any application thereof, shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality,

and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Owner and the City with respect to the matters described.
19. This Agreement supersedes all prior agreements regarding a Marijuana Facility at the above noted location, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
20. Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.
21. This Agreement may be executed in counterparts, each of which shall be deemed be an original, but all of which, taken together, shall constitute one in the same agreement.
22. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

**To the City:**

City of Lowell  
c/o City Manager  
375 Merrimack Street  
2<sup>nd</sup> Floor, Room 43  
Lowell, MA 01852

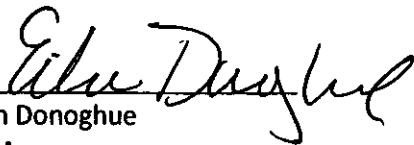
**To the Owner:**

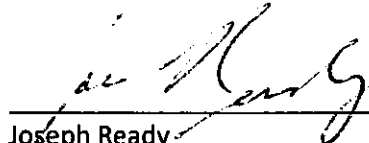
Tastebud Farms, LLC  
70 Wilbur St., Unit 2  
Lowell, MA 01851

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.


CITY OF LOWELL

TASTEBUD FARMS, LLC

  
Eileen Donoghue  
City Manager  
Date: 4/27/2021

  
Joseph Ready  
Date: 4/29/2021

APPROVED AS TO FORM

  
Christine P. O'Connor  
City Solicitor  
Date: 4/27/2021

### **Tastebud Farms' Plan Plan to Remain Compliant with Local Zoning**

Tastebud Farms shall remain compliant with all regulations of Massachusetts Cannabis State Law 935 CMR 500, Massachusetts Chapter 40A, Local Zoning Regulations in Lowell, Massachusetts Chapter 290, and Specifically 7.10 Marijuana Regulations and Ordinances and any and all other lawfully enacted local zoning laws in Commonwealth of Massachusetts. Tastebud Farms shall also comply with any and all City of Lowell Department Regulations. Tastebud Farms will ensure that all local permitting is done in accordance with the various departments of the City of Lowell, all fees are paid timely, and all permits are properly applied for before work or operations begins. All permits and licenses shall be properly monitored for compliance and renewed at the proper dates to ensure continued compliance. Tastebud Farms shall immediately resolve any issues that may arise in order to remain compliant at all times.



## Community Outreach Meeting Attestation Form

### Instructions

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

### Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 3/25/21
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:
- b. Name of publication:

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

- a. Date notice filed:

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

- a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- 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:

Tastebud Farms, LLC

Name of applicant's authorized representative:

Joseph D Ready

Signature of applicant's authorized representative:



Office of the Board of Assessors  
City Hall • 375 Merrimack Street • Lowell, MA 01852  
P: 978.674.4200 • F: 978.970.4205  
[www.LowellMA.gov](http://www.LowellMA.gov)

Susan A. LeMay, MAA  
*Chief Assessor*

Joel H. Cohen  
*Assessor*

Ryan E. Rondeau  
*Assessor*

March 9, 2021


Massachusetts Cannabis Control Commission  
101 Federal St 13<sup>th</sup> Floor  
Boston, MA 02110

RE: Abutters List

Dear Board Members:

This is to attest that the individuals described on the attached listing are the certified list of parties in interest in Lowell, MA of the premises located at 70 Wilbur St Unit 2 Lowell, MA 01851.

Very truly yours,

  
Susan A. LeMay, M.A.A.  
Chief Assessor

Attachment(s) – 3 pages  
cc: Assessor File

SAL/RR

**RE: 22 OLDE CANAL DR**

[REDACTED]  
133 PEARL ST STE 400  
BOSTON, MA 02110

**RE: 70 OLDE CA**

[REDACTED]  
70 OLDE CA  
LOWELL, MA

**RE: 120 STEDMAN ST**

[REDACTED]  
224 HIGH ST  
DUNSTABLE, MA 01827

**RE: 160 STE**

[REDACTED]  
23 MAIN ST  
ANDOVER, M

**RE: 194 STEDMAN ST #1 B1**

[REDACTED]  
75 MIDDLESEX ST  
N CHELMSFORD , MA 01863

**RE: 210 STE**

[REDACTED]  
210 STEDMA  
LOWELL, MA

**RE: 210 STEDMAN ST #2**

[REDACTED]  
375 MERRIMACK ST  
LOWELL, MA 01852

**RE: 210 STED**

[REDACTED]  
9 BRIARWOO  
LOWELL, MA

**RE: 210 STEDMAN ST #3**

[REDACTED]  
122 BETTS RD  
BELMONT, MA 02478

**RE: 232 STED**

[REDACTED]  
232 STEDMAN  
LOWELL, MA 0

**RE: 39 WILBUR ST #1 B2**

[REDACTED]  
39 WILBUR ST  
LOWELL, MA 01851

**RE: 39 WILBUR**

[REDACTED]  
39 WILBUR ST  
LOWELL, MA 0

**RE: 39 WILBUR ST #4 B2**

[REDACTED]  
39 WILBUR ST  
LOWELL, MA 01851

**RE: 39 WILBUR**

[REDACTED]  
39 WILBUR ST  
LOWELL, MA 01

RE: 39 WILBUR ST #1 B3

[REDACTED]  
39R WILBUR ST  
LOWELL, MA 01851

RE: 40.1 WILBUR ST

[REDACTED]  
141 STAPLES ST  
LOWELL, MA 01851-2840

RE: 40 WILBUR ST

[REDACTED]  
44 WILBUR ST  
LOWELL, MA 01851

RE: 44 WILBUR ST

[REDACTED]  
44 WILBUR ST  
LOWELL, MA 01851

RE: 46 WILBUR ST

[REDACTED]  
141 STAPLES ST  
LOWELL, MA 01851-2840

RE: 47 WILBUR ST

[REDACTED]  
47 WILBUR ST  
LOWELL, MA 01851

RE: 50 WILBUR ST

[REDACTED]  
50 WILBUR ST  
LOWELL, MA 01851-2708

RE: 61 WILBUR ST

[REDACTED]  
40 SYLVAN RD  
WALTHAM, MA 02451-1120

RE: 63 WILBUR ST

[REDACTED]  
40 SYLVAN RD  
WALTHAM, MA 02451-1120

RE: 70.1 WILBUR ST

[REDACTED]  
70 OLDE CANAL DR  
LOWELL, MA 01851

RE: 70 WILBUR ST #2

[REDACTED]  
PO BOX 2372  
LOWELL, MA 01851-0672

RE: 70 WILBUR ST #4

[REDACTED]  
4 BOXWOOD CIR  
DRACUT, MA 01826

RE: 70 WILBUR ST #5

[REDACTED]  
4 BOXWOOD CIR  
DRACUT, MA 01826

RE: 70 WILBUR ST #6

[REDACTED]  
4 BOXWOOD CIR  
DRACUT, MA 01826

RE: 70 WILBUR ST #3

[REDACTED]  
87 FLETCHER ST  
DUNSTABLE, MA 01827

RE: 70 WILBUR ST #1

[REDACTED]  
70 WILBUR STREET UNIT 1  
LOWELL, MA 01851

RE: 76.1 WILBUR ST

[REDACTED]  
141 STAPLES ST  
LOWELL, MA 01851

RE: 76 WILBUR ST

[REDACTED]  
141 STAPLES ST  
LOWELL, MA 01851-2840

RE: 94 WILBUR ST

[REDACTED]  
141 STAPLES ST  
LOWELL, MA 01851-2840

RE: 94.1 WILBUR ST

[REDACTED]  
141 STAPLES ST  
LOWELL, MA 01851-2840

RE: 94.2 WILBUR ST

[REDACTED]  
141 STAPLES ST  
LOWELL, MA 01851-2840



CHELMSFORD  
45 ALPINE LN  
CHELMSFORD, MA 01824-9998  
(800)275-8777

ATT  
03/12/2021 12:22 PM

Product	Qty	Unit Price	Price
Priority Mail® 1-Day 1			\$7.95
Window FR Env			
Boston, MA 02110			
Flat Rate			
Expected Delivery Date			
Sat 03/13/2021			
Tracking #:			
9505 5123 2262 1071 5551 09			
Insurance			\$0.00
Up to \$50.00 included			
Total			\$7.95
Priority Mail® 1-Day 1			\$7.95
Window FR Env			
Lowell, MA 01851			
Flat Rate			
Expected Delivery Date			
Sat 03/13/2021			
Tracking #:			
9505 5123 2262 1071 5551 16			
Insurance			\$0.00
Up to \$50.00 included			
Total			\$7.95
Priority Mail® 1-Day 1			\$7.95
Window FR Env			
Lowell, MA 01851			
Flat Rate			
Expected Delivery Date			
Sat 03/13/2021			
Tracking #:			
9505 5123 2262 1071 5551 23			
Insurance			\$0.00
Up to \$50.00 included			
Total			\$7.95
Priority Mail® 1-Day 1			\$7.95
Window FR Env			
Lowell, MA 01851			
Flat Rate			
Expected Delivery Date			
Sat 03/13/2021			
Tracking #:			
9505 5123 2262 1071 5551 30			
Insurance			\$0.00
Up to \$50.00 included			
Total			\$7.95
Priority Mail® 1-Day 1			\$7.95
Window FR Env			
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Flat Rate			
Expected Delivery Date			
Sat 03/13/2021			
Tracking #:			
9505 5123 2262 1071 5551 47			
Insurance			\$0.00
Up to \$50.00 included			
Total			\$7.95
Priority Mail® 1-Day 1			\$7.95
Window FR Env			
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Flat Rate			
Expected Delivery Date			
Sat 03/13/2021			
Tracking #:			
9505 5123 2262 1071 5551 47			
Insurance			\$0.00
Up to \$50.00 included			
Total			\$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5551 61  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5551 78  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Dunstable, MA 01827  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5551 85  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Dracut, MA 01826  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5551 92  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5552 08  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Waltham, MA 02451  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5552 15  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
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Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
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Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
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Insurance \$0.00  
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Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Dracut, MA 01826  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
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Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Dracut, MA 01826  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
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Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5552 60  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Waltham, MA 02451  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5552 77  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5552 84  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5552 91  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5553 07  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
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Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
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Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5553 21  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5553 38  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5553 45  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5553 52  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
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Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95



Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5553 76  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01852  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5553 83  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01852  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5553 90  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Lowell, MA 01851  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5554 06  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Belmont, MA 02478  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5554 13  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
North Chelmsford, MA 01863  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5554 20  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Andover, MA 01810  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5554 37  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Priority Mail® 1-Day 1 \$7.95  
Window FR Env  
Dunstable, MA 01827  
Flat Rate  
Expected Delivery Date  
Sat 03/13/2021  
Tracking #:  
9505 5123 2262 1071 5554 44  
Insurance \$0.00  
Up to \$50.00 included  
Total \$7.95

Grand Total: \$278.25

Credit Card Remitted \$278.25  
Card Name: AMEX  
Account #: XXXXXXXXXXXX3009  
Approval #: 860625  
Transaction #: 892  
AID: A000000025010801 Chip  
AL: AMERICAN EXPRESS  
PIN: Not Required

\*\*\*\*\*  
USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.  
\*\*\*\*\*

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit [www.usps.com](http://www.usps.com) USPS Tracking or call 1-800-222-1811.

Save this receipt as evidence of insurance. For information on filing an insurance claim go to <https://www.usps.com/help/claims.htm>

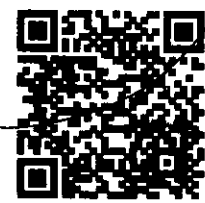
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UFN: 241309-0824  
Receipt #: 840-50180122-2-5121441-2  
Clerk: 05

## LEGAL NOTICE

Tastebud Farms, LLC  
8 Chelmsford Street  
Chelmsford, MA 01824

DATE: 3/10/2021

Dear Abutting Property Owner

Notice is hereby given that a **Community Outreach Meeting** for a proposed **Marijuana Establishment** is scheduled for **Thursday, March 25, 2021 at 7:00PM** Conducted **via remote public hearing** at the following zoom Link **<https://zoom.us/j/4781765570>**. The proposed Microbusiness Cultivation is anticipated to be located at **70 Wilbur Street, Unit 2, Lowell, MA 01851**. There will be an opportunity for the public to ask questions.

---

**Please enter the following website URL information to attend the meeting:**

**<https://zoom.us/j/4781765570>**

**GO TO ZOOM.US**

**CLICK JOIN A MEETING LINK**

**ENTER ZOOM MEETING ID 478 176 5570**

Questions may be asked either through audio or through the chat box provided via Zoom. A third-party moderator will be conducting the meeting to ensure all participants have an opportunity to ask questions or provide feedback.

The information will also be provided on the front page of our website at **[www.Tastebudfarms.com](http://www.Tastebudfarms.com)** as well as all information presented the night of the meeting.

---

Please note that this "Marijuana Establishment will engage only in "cultivation," which is defined by the City of Lowell's zoning ordinance to include cultivation and manufacturing of marijuana and marijuana products by a Microbusiness. The proposed Marijuana Establishment is **NOT a RETAIL location** and there will not be any direct-to-consumer sales from this location. The Cannabis Control Commission (Commission), acting through its Executive Director, issues this administrative order (Administrative Order No. 2) in response to Governor Charles D. Baker's Declaration of a State of Emergency to Respond to COVID-19[1] issued on March 10, 2020 (Executive Order No. 591), and Order Extending the Closing of Certain Workplaces and the Prohibition on Gatherings of More than 10 People[2] amended on March 31, 2020, a.k.a Covid-19 Order No. 21 (Essential Services and Revised Gatherings Order) and in accordance with M.G.L. c. 94G, M.G.L. 94I, and 935 CMR 500.000 and 501.000. Under the Governor's orders, it is in the interest of the public health, safety and welfare to practice social distancing and limit gatherings.

We look forward to discussing our Microbusiness and answering all the questions you may have.

Respectfully,

Joe Ready  
Manager/Owner  
Tastebud Farms, LLC  
jready@tastebudfarms.com  
978-884-6972

## RECEIPT

03/10/21

# NORTHEAST CLUSTER

BOSTON | LOWELL | FITCHBURG

A division of  
 MediaNews Group

Account: **1383394**  
 Name:  
 Company: **READY REAL ESTATE**  
 Address: **8 Chelmsford Street**  
**CHELMSFORD, MA 01824**

Telephone: **(978) 256-3335**  
 Fax:  
 Description: **Notice is hereby given that a Commun**

Date: **03/10/21**  
 Start Date: **03/11/21** Stop Date: **03/11/21**  
 Class: **1201 - Legal Notices**  
 Ad ID: **2141128**  
 Ad Taker: **CRASTAMAS**  
 Sales Person: **Amanda Stamas (LFC301)**  
 Words: **71**  
 Lines: **21**  
 Agate Lines: **33**  
 Depth: **2.35**  
 Inserts: **2**  
 Blind Box:  
 PO Number:

## Ad sample

"Notice is hereby given that a Community Outreach Meeting for a purported Marijuana Establishment is scheduled for Thursday, March 25th at 7pm via remote public hearing conducted over zoom at the following link <https://zoom.us/j/4781765570>. Zoom Meeting ID 478 176 5570. The purported Microbusiness is anticipated to be located at 70 Wilbur Street, Unit 2, Lowell, MA 01851. There will be an opportunity for the public to ask questions."

March 11 2021

Total: **\$107.58**

Paid Amount: **\$0.00**

Amount Due: **\$107.58**

## Publication

The Sun, Lowell Sun Digital

*We Appreciate Your Business!*  
*Thank You !*

## LEGAL NOTICE

Tastebud Farms, LLC  
8 Chelmsford Street  
Chelmsford, MA 01824

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**GO TO ZOOM.US**

**CLICK JOIN A MEETING LINK**

**ENTER ZOOM MEETING ID 478 176 5570**

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**Tastebud Farms LLC**  
**Plan for Positive Impact**  
**Updated 12/8/21**

**Goal 1:**

**Goal:** Tastebud Farms will hire at least 50% of employees from an area of disproportionate impact within Lowell. Tastebud Farms will use the CCC Guidance for Disproportionate Impact and the United States Census Bureau's GeoCoder Address Search Tool - <https://bit.ly/2zzxtNn>, to ensure that Lowell resident's hired fall within this group of targeted individuals.

**Programs:** Prior to hiring, Tastebud Farms will advertise daily in the Lowell Sun for at least two weeks, looking for Lowell residents in disproportionately impacted areas to hire. All advertising will meet the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

**Timelines:** On a quarterly and yearly basis, Tastebud Farms will count the number of individuals from disproportionately impacted areas of Lowell. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal. Progress or success of this goal must be documented upon renewal, one year from provisional license, and each year thereafter.

**Goal 2:**

**Goal:** Tastebud Farms will provide funding for charities whose mission(s) benefit disproportionately harmed people through our dollar-for-dollar donation match program.

**Programs:** Through our dollar-for-dollar donation match program, Tastebud Farms will match employee donations to charities that benefit disproportionately harmed people, up to \$500 per year. We hope to increase the available funding for local charities through this program while showing our employees that we support the causes that they care about. These charities will be approved based on their service to areas of disproportionate impact. Potential organizations will be contacted in advance and required to provide a letter stating that they are willing to receive the donation. We have reach out to Troubled Waters, Inc a 503(c)(3) non profit organization that is willing to receive our donations, see attached signed letter.

**Timelines:** Donations will be matched throughout the year as they occur. On a quarterly and annual basis, Tastebud Farms will assess the total fund donated to each charity and the cumulative funds donated to date that year.

**Acknowledgement:** Any actions taken, or programs instituted, by Tastebud Farms, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable laws.



December 13, 2021

Dear Cannabis Control Commission,

We have been contacted by Tastebud Farms, LLC and are willing to accept donations the establishment intends to provide.

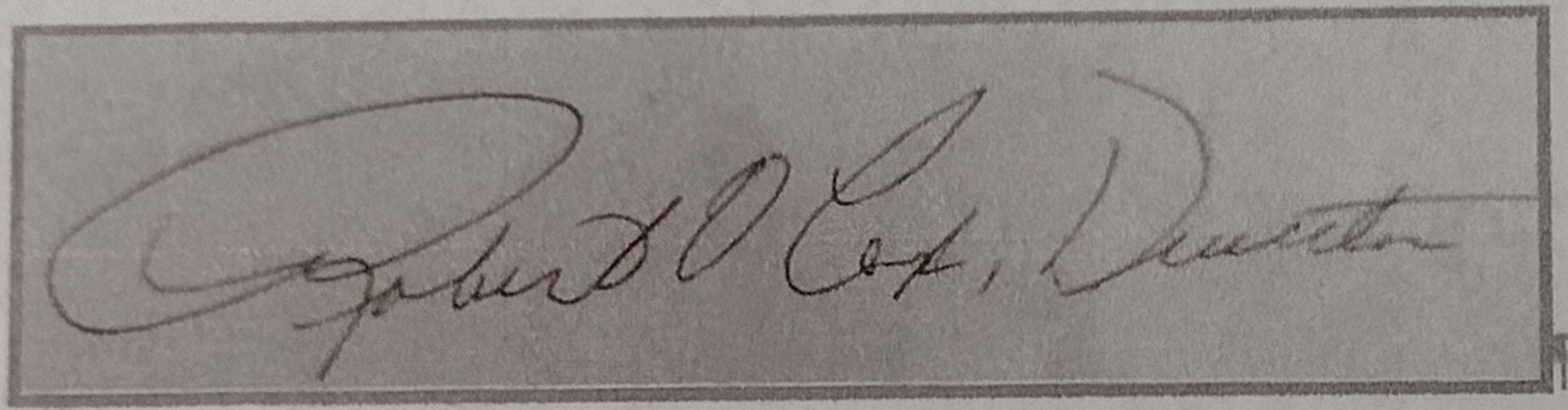
Troubles Water, Inc is a Lowell based charity known also as The Bridge Club of Greater Lowell, which is a 501(c)(3) non-profit dedicated to providing a safe place for those in recovery to meet.

Founded in January 2020, we currently host over 30 NA/AA meetings every week. The club is open 365 days a year, 7 days a week, with dedicated staff of recovery coaches ready to assist those navigating their journey or returning from relapse.

Additional services include assisting in detox, rehab, and sober living placement as well as helping those in recovery to re-enter the workforce.

Our mission is to stem the tide of alcoholism and addiction in the Greater Lowell Area and beyond.

Thank you.

A rectangular box containing a handwritten signature in cursive script. The signature appears to read "Robert D. Cox, Director".

Bob Cox

Troubled Waters, Inc.  
33 East Merrimack Street  
Lowell, MA 01852





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

William Francis Galvin  
Secretary of the  
Commonwealth

July 26, 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

**TASTEBUD FARMS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 27, 2020**.

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

I also certify that the names of all managers listed in the most recent filing are: **JOSEPH D READY, DAVID J BRANCO, DANIEL J COHEN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOSEPH D READY, DAVID J BRANCO, DANIEL J COHEN**

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



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

*William Francis Galvin*  
Secretary of the Commonwealth



**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: 001435227

1. The exact name of the limited liability company is: TASTEBUD FARMS LLC

**2a. Location of its principal office:**

No. and Street: 8 CHELMSFORD STREET

City or Town: CHELMSFORD

State: MA

Zip: 01824

Country: US

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

No. and Street: 8 CHELMSFORD STREET

City or Town: CHELMSFORD

State: MA

Zip: 01824

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:**

TO ORGANIZE FOR THE PURPOSE OF APPLYING FOR A LICENSE WITH THE MASSACHUSETTS CCC, AND, TO CARRY ON ANY OTHER ACTIVITY IN WHICH A LIMITED LIABILITY COMPANY, ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, MAY LAWFULLY ENGAGE. TO ACT AS AGENT OR REPRESENTATIVE OF CORPORATIONS, FIRMS, AND INDIVIDUALS, WITHOUT LIMITATION AS TO THE SERVICE OFFERED; TO ACQUIRE REAL ESTATE, WITH OR WITHOUT BUILDINGS THEREON, IN ANY LEGAL MANNER WHATSOEVER, WHETHER BY PURCHASE, ASSIGNMENT, LEASE, SUBLEASE, DEVISE, TAKEOVER, OR BY ANY OTHER METHOD NOT ENUMERATED, FOR THE PURPOSE OF ERECTING AND/OR IMPROVING THEREON STRUCTURES TO BE USED FOR ANY PURPOSE, OR TO ANY LEGAL USE TO WHICH SAID STRUCTURES MAY BE PUT, AND TO THAT END, TO ERECT, DEVELOP, MANAGE, MAINTAIN, RENT, LEASE, SELL, DEMOLISH, REBUILD, IMPROVE AND/OR CONVEY SAID STRUCTURES. TO BUY, HOLD, OWN, LEASE, SELL, MORTGAGE, OR OTHERWISE DEAL IN AND WITH REAL ESTATE OR INTERESTS THEREIN THAT MAY BE NECESSARY IN OR INCIDENTAL TO CARRYING ON THE BUSINESS OF THE CORPORATION OR ANY PART OR PARTS THEREOF. AND TO DO EVERYTHING NECESSARY, CONVENIENT OR PROPER FOR THE ACCOMPLISHMENT OF ANY OF THE PURPOSES OR THE ATTAINMENT OF ANY ONE OR MORE OF THE OBJECTS HEREIN ENUMERATED, OR INCIDENTAL TO THE POWERS HEREIN NAMED, WITH ALL BUT ONLY THE RIGHTS, PRIVILEGES AND POWERS NOW OR HEREAFTER CONFERRED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS UPON BUSINESS CORPORATIONS ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. ARTER SHALL BE IN NO WAY LIMITED OR RESTRAINED BY REFERENCE TO OR INFERENCE FROM THE TERMS OF ANY PARTICULAR CLAUSE HEREIN. IN GENERAL, TO ENGAGE IN ANY BUSINESS OR OTHER ACTIVITY WHICH MAY BE LAWFULLY CARRIED OUT BY A CORPORATION ORGANIZED UNDER THE BUSINESS CORPORATION LAW OF THE COMMONWEALTH, REGARDLESS OF WHETHER OR NOT SUCH BUSINESS OR ACTIVITY IS RELATED TO THOSE REFERRED TO IN THE FOREGOING PARAGRAPHS.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: JOSEPH READY  
No. and Street: 8 CHELMSFORD STREET  
City or Town: CHELMSFORD State: MA Zip: 01824 Country: USA

I, JOSEPH READY 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	JOSEPH D READY	8 CHELMSFORD STREET CHELMSFORD, MA 01824 USA
MANAGER	DAVID J BRANCO	8 CHELMSFORD STREET CHELMSFORD, MA 01824 USA
MANAGER	DANIEL J COHEN	8 CHELMSFORD STREET CHELMSFORD, MA 01824 USA

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

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

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

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

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 27 Day of April, 2020,**  
JOSEPH READY  
*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 27, 2020 04:01 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

No Fee

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

**Statement of Change of Resident Office Address by Resident Agent**

(General Laws, Chapter 156C, Section 5A and Section 51)

**Name of resident agent:** JOSEPH READY

**Exact name of limited liability company:** TASTEBUD FARMS LLC

**Current resident agent office address:** 8 CHELMSFORD STREET , CHELMSFORD , MA 01824

**New resident agent office address:**

No. and Street: 70 WILBUR STREET, UNIT 2

City or Town: LOWELL

State: MA

Zip: 01851

Country: USA

**The street address of the resident office of the limited liability company and the business address of the resident agent are identical as required by General Laws, Chapter 156C, Section 51 and GL. Chapter 156D Section 15.08.**

**This statement is effective at the time and on the date approved by the Division.**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of April, 2021,**  
**JOSEPH READY , Signature of Resident Agent.**

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:

April 06, 2021 03:42 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

mass.gov/dor

Letter ID: L1635427520  
Notice Date: September 14, 2021  
Case ID: 0-001-279-868



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TASTEBUD FARMS LLC  
70 WILBUR ST STE 2  
LOWELL MA 01851-2767

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, TASTEBUD FARMS 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](http://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

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**TASTEBUD FARMS, LLC  
OPERATING AGREEMENT**

**October 27, 2021**

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## **TASTEBUD FARMS, LLC OPERATING AGREEMENT**

THIS OPERATING AGREEMENT of TASTEBUD FARMS, LLC (the “Company”), effective on the date when signed by the last party (the “Effective Date”) by and among the persons identified as the Managers and Members on Schedule A attached hereto (such persons and their respective successors in office or in interests being hereinafter referred to individually as “Manager” or “Member” or collectively as “Managers” or “Members”).

WHEREAS, the Company was formed by Joseph D. Ready, Daniel J. Cohen, and David J. Branco on April 27, 2020, with such formation being made pursuant to the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C, as amended from time to time (the “Act”);

WHEREAS, the Company, the Managers and the Members wish to set forth the respective rights, obligations and duties regarding the Company to provide for the governance and management of the Company and its affairs and for the conduct of the business of the Company; and

NOW, THEREFORE, in consideration of the premises, representations and warranties and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

### ARTICLE I

#### ORGANIZATION AND GENERAL

1.1. Organization. The Company has been formed by the filing of its Certificate of Organization with the Massachusetts Secretary of State pursuant to the Act. The Certificate of Organization may be restated by the Managers as provided in the Act or amended by the Managers to (i) change the address of the office of the Company in Massachusetts (ii) to change the name and address of its resident agent in Massachusetts (iii) to reflect any change in the Managers of the Company or (iv) to make corrections required by the Act. Other additions to or amendments of the Certificate of Organization shall be authorized by the Members as provided in Section 2.4. The Certificate of Organization, as so amended from time to time, is referred to herein as the “Certificate.” The Managers shall deliver a copy of the Certificate and any amendment thereto to any Member who so requests.

1.2. Purposes and Powers. The purpose of the Company are to engage in any lawful business purpose or activity for which limited liability companies may be organized under the Act.

1.3. Principal Place of Business. The principal office and place of business of the Company shall be 70 Wilbur Street, Unit 2 Lowell, Massachusetts, 01851. The Members may

change the principal office or place of business of the Company at any time and may cause the Company to establish other offices or places of business.

1.4. Fiscal Year. The fiscal year of the Company shall end on December 31 in each year unless another fiscal year end is required under the Internal Revenue Code of 1986, as amended from time to time (the “Code”) or regulations thereunder.

1.5. Qualification in Other Jurisdictions. The Managers shall cause the Company to be qualified or registered under applicable laws of any jurisdiction in which the Company transacts business and shall be authorized to execute, deliver and file any certificates and documents necessary to complete such qualification or registration, including without limitation, the appointment of agents for service of process in such jurisdictions.

1.6. Glossary

(a) “Agreement” means this Operating Agreement, including all exhibits and schedules referenced therein, as it may be amended from time to time.

(b) “Available Cash” means with respect to any Fiscal Year (i) the net income of the Company as determined for federal income tax purposes, increased by cost recovery and other deductions used in determining such net income that do not involve cash expenditures, and decreased by debt service payments and expenditures required to be capitalized for federal income tax purposes; and (ii) any cash proceeds received from the Company from the sale, other disposition, or refinancing of any or all of the Company Property (including payments of principal and interest on obligations received by the Company in connection with such sale or other disposition) in excess of amounts necessary to discharge Company obligations with respect to such Company Property. In determining Available Cash, the Members may establish reasonable reserves for necessary purposes of the Company.

(c) “Basis” with respect to an asset means the adjusted basis from time to time of such asset for federal income tax purposes.

(d) “Capital Account” means a Capital Account established and maintained by the Company for each Member in accordance with the rules prescribed in Regulations, Section 1.704-1(b)(2)(iv) and means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(i) Each Member's Capital Account shall be increased by (A) such Member's Capital Contributions, (B) such Member's distributive share of Profits and any items in the nature of income or gain that are specially allocated pursuant to Section 3.3(b) or Section 3.3(c) hereof, and (C) the amount of any Company liabilities assumed by such Member or that are secured by any property distributed to such Member. The principal amount of a promissory note that is not readily traded on an established securities market and that is contributed to the Company by the maker of the note (or a Member related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Member until the

Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2),

(ii) Each Member's Capital Account shall be decreased by (A) the amount of money and the Gross Asset Value of any property distributed to such Member pursuant to any provision of this Agreement, (B) such Member's distributive share of Losses and any items in the nature of expenses or losses that are specially allocated pursuant to Section 3.3(b) or Section 3.3(c) hereof, and (C) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company,

(iii) In the event Company Interests are Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Company Interests, and

(iv) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

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

(e) "Capital Contributions" means the amount of money and the Asset Value of any property other than money contributed to the Company by a Member with respect to such Member's interest in the Company. As provided in Regulation § 1.704-1(b)(2)(iv)(d)(2), the principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the Member who is the maker thereof shall be treated as a Capital Contribution only when, and to the extent that, the maker of the note makes principal payments thereon or the Company makes a taxable disposition thereof.

(f) "Code" means the Internal Revenue Code of 1986 as amended from time to time.

(g) “Company Interest” or “Membership Interest” means the percentage interest of a Member in the Company which, as of any particular date, shall be either: (i) if Units are issued, equal to a fraction, (a) the numerator of which shall be the number of Units then held by such Member, and (b) the denominator of which is the number of Units then held by all Members; or (ii) the percentage designated by the Company.

(h) “Depreciation” means for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period for federal income tax purposes, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members, and that, if the Company uses the “remedial method” of allocation with respect to an asset in accordance with Regulations Section 1.704-3(d), Depreciation shall be computed in accordance with Regulations Section 1.704-3(d).

(i) “Fiscal Year” means each period commencing on *Month/day* of each year and ending on *12/31* of each year.

(j) “Gross Asset Value” means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Members, provided that the initial Gross Asset Values of the assets contributed to the Company pursuant to Section 3.1 hereof shall be as set forth in such section;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account), as determined by the Members, as of the following times: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); and (D) in connection with the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a member capacity, or by a new Member acting in a partner capacity in anticipation of being a Member; provided that an adjustment described in clauses (A), (B), and (D) of this paragraph shall be made only if the Members reasonably determine that such adjustment is necessary to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any item of Company assets distributed to any Member shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution as determined by the Members; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to (A) Regulations Section 1.704-1(b)(2)(iv)(m) and (B) subparagraph (vi) of the definition of “Profits” and “Losses”; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

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

(k) “Profits” and “Losses” mean, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

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

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

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

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

adjusted tax basis of such property differs from its Gross Asset Value;

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

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.1.2 hereof shall not be taken into account in computing Profits or Losses.

(viii) The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Section 5.1.2 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

(l) "Regulations" means the federal income tax regulations, including temporary (but not proposed) regulations, promulgated under the Code.

(m) "Tax Distribution Amount" means the product of (a) the taxable income allocable to each Member pursuant to this Agreement for such taxable year, and (b) the Tax Rate for such taxable year.

(n) "Tax Rate" shall mean the rate, for any fiscal year that reflects (i) the highest marginal federal income tax rate applicable to individuals for such fiscal year, and (ii) the highest marginal income tax rate applicable in the Commonwealth of Massachusetts to individuals, assuming that, to the extent appropriate, such Massachusetts income taxes are deductible in computing taxable income for federal income tax purposes. Computation of the Tax Rate shall take into account any special rates that apply to ordinary income and capital gains included in the Company's taxable income for such fiscal year, and shall reflect such special rates in the Tax Rate in proportion to the amount of ordinary income and capital gains of the Company for such fiscal year.

(o) "Unit" shall mean with respect to a Member, any unit of interest in the Company issued to any Member pursuant to this Agreement, representing, subject to the terms of any such unit, such Member's Membership Interest and rights as a Member in the Company, as defined herein.

## ARTICLE II

### MEMBERS

2.1. Members. The Members of the Company and their addresses shall be listed on Schedule A and said Schedule shall be amended from time to time to reflect the withdrawal of Members or the admission of additional and/or substitute Members pursuant to this Agreement. Schedule A shall constitute the record list of Members for all purposes of this Agreement, and shall set forth the Class of membership if there is more than one Class of Members, the percentage interest which each Member holds in profits, losses, distributions and allocations from the Company, designated by the Membership Interest, and the Contributions, if any, of each Member.

2.2. Admission of New Members. Additional persons may be admitted to the Company as Members and may participate in the profits, losses, distributions, allocations and capital contributions of the Company upon such terms as are established by the Members by amendment of this Operating Agreement, which may include the establishment of classes or groups of one or more Members having different relative rights (including voting rights), powers and duties. Admission of a new Member shall be effective when reflected on Schedule A. Members shall have no preemptive or similar right to subscribe to the purchase of new Membership Interests in the Company. Upon the admission of a new Member pursuant to this Section, the assets of the Company shall not be revalued unless the Managers determine, in their sole discretion, in good faith that there has been a material change in the value of the assets of the Company, in which case the Managers shall re-value the assets of the Company on the books of the Company and adjust the Capital Accounts of the Members as appropriate.

2.3. Classes of Members. Until such time as additional classes are established by the Members pursuant to this Operating Agreement, the Company shall have two (2) classes of Members as set forth below. Except as set forth in this Section, the rights and powers of the Members shall be identical.

(a) Class A Members. Class A Members shall participate in the profits, losses and distributions of the Company and have voting rights as set forth in Section 2.4. Class A Membership Interests are initially being granted only to the founders of the Company. The terms of the grant of a Class A Membership Interest may vary among Class A Members.

(b) Class B Members. Class B Members shall participate in the profits, losses and distributions of the Company but shall not have voting rights. The terms of the grant of a Class B Membership Interest, including, without limitation, vesting schedules, may vary among Class B Members. In the event a Class B Membership Interest is forfeited due to vesting conditions or otherwise, the percentage Membership Interests of all other Members shall be increased pro rata in accordance with their respective Membership Interests.

#### 2.4. Voting Rights of Members.

(a) Members having exercisable voting rights (“Voting Members” and Membership Interests held by such Members being referred to as “Voting Membership Interests”) shall have voting rights for the following purposes:

- (i) to elect and to remove Managers, in their sole discretion;
- (ii) to approve the merger or consolidation of the Company with another entity;
- (iii) to authorize the dissolution and winding up of the Company;
- (iv) to approve an amendment of the Certificate or of this Agreement; and
- (v) to authorize or approve such other matters or actions for which the consent, authorization or approval of the Members is required under this Agreement or the Act.

(b) Unless otherwise required by the Act or this Agreement, all actions, approvals and consents to be taken or given by the Members under the Act, this Agreement or otherwise shall require the affirmative vote or written consent of Members holding a majority of the Voting Membership Interests.

#### 2.5. Meetings of Members.

(a) Meetings of Members may be called for any proper purpose at any time by the Managers or the holders of a majority of the Membership Interests having voting rights. The Managers or the Members calling the meeting shall determine the date, time and place of each meeting of Members, and written notice thereof shall be given by the Managers to each Member not less than five days or more than 60 days prior to the date of the meeting. The business of each meeting of Members shall be limited to the purposes described in the notice. A written waiver of notice, executed before or after a meeting by a Member shall be deemed equivalent to notice of the meeting.

(b) Persons holding a majority of the Voting Membership Interests shall constitute a quorum for the transaction of any business at a meeting of Members. Members may attend a meeting in person or by proxy. Members may also participate in a meeting by means of conference telephone or similar communications equipment that permits all Members present to hear each other. If less than a quorum of the Members is present, the meeting may be adjourned to a later date, time and place, and the meeting may be held as adjourned without further notice. When an adjourned meeting is reconvened, any business may be transacted that might have been transacted at the original meeting.

2.6. Action Without a Meeting. There is no requirement that the Members hold a meeting in order to take action on any matter. Any action required or permitted to be taken by the Members may be taken without a meeting if one or more written consents to such action shall be signed by Voting Members holding a majority of the Voting Membership Interests. Such



written consents shall be delivered to the Managers at the principal office of the Company and unless otherwise specified shall be effective on the date when counterparts representing a majority of the Voting Membership Interests have been so delivered.

2.7. Limitation of Liability of Members. Except as otherwise provided in the Act, no Member of the Company shall be obligated personally for any debt, obligation or liability of the Company or of any other Member, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company. No Member shall be liable to the Company or any other Member for acting in good faith reliance upon the provisions of this Agreement. Except as otherwise provided herein or required by the Act or other applicable law, no Member shall have any responsibility to restore any negative balance in his Capital Account or to contribute to or in respect of the liabilities or obligations of the Company or return distributions made by the Company; provided, however, that Members are responsible for their failure to make required Contributions. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Members or Managers responsible for the liabilities of the Company.

2.8. Authority. Unless specifically authorized by the Manager, no Member who is not a Manager or an Officer of the Company shall be an agent of the Company or have any right, power or authority to act for or to bind the Company or to undertake or assume any obligation or responsibility of the Company or of any other Member.

2.9. No Right to Withdraw. No Member shall have any right to resign or withdraw from the Company without the consent of the Voting Members or to receive any distribution or the repayment of his capital contribution except as expressly provided in this Agreement. No Member shall have any right to have the fair value of his interest in the Company appraised and paid out upon the resignation or withdrawal of such Member or any other circumstances.

2.10. Rights to Information. Members shall have the right to receive from the Managers upon request a copy of the Certificate and of this Agreement, as amended from time to time, and such other information regarding the Company as is required by the Act, subject to reasonable conditions and standards established by the Managers, as permitted by the Act, which may include, without limitation, withholding or restrictions on the use of confidential information.

2.11. Certificates. Membership Interests in the Company may be represented by certificates in a form approved by the Managers and signed by authorized Managers or Officers.

2.12. Profits Interests. The Company may issue "Profits Interests", as defined below:

(i) If the Company issues any Interests that qualify as profits interests, within the meaning of Revenue Procedure 93-27, I.R.B. 1993-24, June 9, 1993 and Revenue Procedure 2001-43, I.R.B. 2001-34, August 2, 2001, ("Profits Interests" or each a "Profits Interest"), Capital Accounts of any member receiving a Profits Interest at the time the Company is formed shall be established, and Capital Accounts of all Members existing immediately before the

issuance of each tranche of Profits Interests shall be adjusted, to ensure that any Profits Interests issued qualify as “profits interests” under Revenue Procedure 93-27 and Revenue Procedure 2001-43.

(ii) In connection with the grant of a Profits Interest after the date of this Agreement, the Company shall allocate to the person to whom such Profits Interests is granted a Company Percentage and dilute the Company Percentages of all existing Members proportionally; provided, however, that the aggregate Company Percentage represented by all Profits Interests granted by the Company shall not exceed nine percent (9%) (the “Percentage Limitation”). In the event that any Profits Interests cease to continue to vest or are forfeited for any reason, then such Profits Interests shall once again become available for issuance within the Percentage Limitation. The recipient of a Profits Interest after the date of this Agreement shall execute a counterpart signature page to this Agreement and such other documents and instruments as the Company may reasonably request as necessary or appropriate to confirm such recipient as a Member in the Company and such recipient’s agreement to be bound by the terms and conditions of this Agreement. The Company shall amend Schedule A to reflect any Profits Interests granted under this Section.

(iii) Any Member who receives Profits Interests shall make a timely and effective election under Code Section 83(b) with respect to such Profits Interests. Except as otherwise required by law, both the Company and all Members will (a) treat such Profits Interests as outstanding for tax purposes, (b) treat such Member as a partner for tax purposes with respect to such Profits Interests and (c) file all tax returns and reports consistently with the foregoing, and neither the Company nor any of its Members will deduct any amount (as wages, compensation or otherwise) for the fair market value of such Profits Interests for federal income tax purposes.

(iv) To the extent provided for in Treasury Regulations, revenue rulings, revenue procedures and/or other IRS guidance issued after the date of this Agreement, the Company is hereby authorized to and shall elect a safe harbor under which the fair market value of any Profits Interests issued after the effective date of such Treasury Regulations (or other guidance) will be treated as equal to the liquidation value of such Interests (i.e., a value equal to the total amount that would be distributed with respect to such Interests if the Company sold all of its assets for their fair market value immediately after the issuance of such Interests, satisfied its liabilities (excluding any non-recourse liabilities to the extent the balance of such liabilities exceeds the fair market value of the assets that secure them) and distributed the net proceeds to the Members under the terms of this Agreement). In the event that the Company makes a safe harbor election as described in the preceding sentence, each Member hereby agrees to comply with all safe harbor requirements with respect to transfers of such Profits Interests while the safe harbor election remains effective.

(v) Notwithstanding the foregoing, upon a forfeiture of any unvested Profits Interests by any Member, gross items of income, gain, loss or deduction shall be allocated to such Member if and to the extent required by final Treasury Regulations promulgated after the date hereof to ensure that allocations made with respect to all unvested Profits Interests are recognized under Code Section 704(b).

(vi) For the avoidance of doubt, this Section is intended to reflect the intent of the parties hereto that the grant of Profits Interests be treated as the issuance of a profits interest for United States federal income tax purposes.

### ARTICLE III

#### MANAGEMENT

3.1. Managers. The names and addresses of the initial Managers of the Company are set forth on Schedule A. Said schedule shall be amended from time to time by the Managers to reflect the resignation or removal of any Manager or the appointment of new or additional Managers pursuant to this Agreement.

3.2. Election and Qualification. The Voting Members shall from time to time fix the number of Managers and elect the number of Managers so fixed. Until changed by the Voting Members, the number of Managers shall be two. The Voting Members shall fill any vacancy created by the removal, death or resignation of a Manager. Managers must be Members, and shall hold office at the pleasure of the Members. Each Manager shall devote such time to the business and affairs of the Company as is reasonably necessary for the performance of the Manager's duties, but shall not be required to devote full time to the performance of such duties and may delegate responsibilities as provided in Section 3.3.

3.3. Powers and Duties of the Managers. The business and affairs of the Company shall be managed by and under the direction of the Managers, who shall have and may exercise on behalf of the Company all of its rights, powers, duties and responsibilities under the Operating Agreement, or as provided by law, including without limitation, the right and authority:

(a) to manage the business and affairs of the Company and for this purpose to, retain or appoint any officers, employees, consultants, agents, brokers, professionals or other persons in any capacity for such compensation and on such terms as the Managers deem necessary or desirable and to delegate to such persons such of their duties and responsibilities as the Managers shall determine;

(b) to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any documents or instruments in the name of the Company;

(c) to borrow money or otherwise obtain credit and other financial accommodations on behalf of the Company on a secured or unsecured basis, and to perform or cause to be performed all of the Company's obligations in respect of its indebtedness and any mortgage, lien or security interest securing such indebtedness;

(d) to establish contingency reserves and to set aside such Company funds therefor as the Managers determine to be reasonable in connection with the operation of the Company's business;

- (e) to appoint the Officers of the Company;
- (f) to make elections and prepare and file returns regarding any federal, state or local tax obligations of the Company; and
- (g) to perform any other act that the Managers deem necessary, convenient or desirable for the Company or its business.

Unless otherwise provided in this Agreement, any action taken by a Manager, and the signature of a Manager or an authorized Officer on any agreement, contract, instrument or other document on behalf of the Company, shall be sufficient to bind the Company and shall conclusively evidence the authority of that Manager or Officer and the Company with respect thereto.

3.4. Resignation and Removal of Managers. Any Manager may resign upon at least 30 days' notice to the Members (unless notice is waived by them). The holders of a majority of the Voting Membership Interests may remove any Manager with or without cause, in their sole discretion. Any removal for cause shall be conducted at a meeting properly called by any Voting Member(s) expressly for such purpose, and the Manager or Managers to be so removed shall have reasonable advance notice of any allegations against them and an opportunity to be heard at such meeting.

3.5. Reliance by Third Parties. Any person dealing with the Company, the Managers or any Member may rely upon a certificate signed by any Manager as to (i) the identity of any Managers, Officers or Members of the Company; (ii) any factual matters relevant to the affairs of the Company; (iii) the persons who are authorized to execute and deliver any document on behalf of the Company; or (iv) any action taken or omitted by the Company, the Managers, an Officer or any Member.

3.6. Meetings and Action of Managers. Unless otherwise determined by the Members or Managers, all action to be taken by the Managers of the Company shall be taken by vote or written consent of a majority of the Managers then in office.

3.7. Board. The Managers may elect from their members a Board of Directors and any other Committee or Committees, each having such number of members as the Managers shall determine. Members of the Board and all such Committees shall serve at the pleasure of the Managers.

3.8. Officers of the Company.

(a) The officers of the Company shall be a President, a Treasurer, a Secretary and such other officers as the Managers may elect or appoint (individually, an "Officer" and collectively, the "Officers"). The initial Officers of the Company shall be:

President	-	Daniel Cohen
Treasurer	-	<u>Joseph Ready</u>
Secretary	-	<u>David Branco</u>

(b) The President shall be the chief executive officer of the Company. Subject to the direction of the Managers, the President shall have general and active charge, control and supervision over the management and direction of the business, property and affairs of the Company. The President shall preside, when present, at all meetings of the Members and of the Managers. In the absence or disability of the President, or in case of an unfilled vacancy in that office, the Managers may designate a Vice-President or other Officer of the Company to perform the duties and exercise the powers of the President.

(c) The Treasurer shall have responsibility for the care and custody of the funds and books of account of the Company and shall have and exercise all the powers and duties commonly incident to such office. The Treasurer may endorse for deposit or collection all checks, notes, drafts and instruments for the payment of money, payable to the Company or to its order. He shall cause to be kept accurate books of account of all monies received and paid on account of the Company.

(d) The Secretary shall keep accurate records of all meetings and actions of the Members and the Managers and shall perform all the duties commonly incident to such office and shall perform such other duties and have such other powers as the Managers shall from time to time designate or as may be otherwise provided for in this Agreement.

(e) All Officers shall hold office at the pleasure of the Managers and may be removed by a vote of the Managers with or without cause. Any Officer may resign by delivering his written resignation to the Company at its principal office and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

3.9. Limitation of Liability of Manager and Officers. No Manager or Officer shall be obligated personally for any debt, obligation or liability of the Company or of any Member, whether arising in contract, tort or otherwise, solely by reason of being or acting as Manager or Officer of the Company to the fullest extent provided by law.

## ARTICLE IV

### INDEMNIFICATION

4.1. Definitions. For purposes of this Article 4:

“Manager” includes a person serving as a Manager or an Officer of the Company or in a similar executive capacity appointed by the Managers;

“expenses” means all expenses, including attorneys’ fees and disbursements, actually and reasonably incurred in defense of a proceeding or in seeking indemnification under this Article,

and except for proceedings by or in the right of the Company or alleging that a Manager received an improper personal benefit, any judgments, awards, fines, penalties and reasonable amounts paid in settlement of a proceeding; and

“proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and any claim which could be the subject of a proceeding.

4.2. Right to Indemnification. Except as limited by law, the Company shall indemnify each of its Managers and Members against all expenses incurred by them in connection with any proceeding in which he or she is involved as a result of serving in such capacity, except that no indemnification shall be provided regarding any matter as to which it shall be finally determined that said Manager or Member did not act in good faith and in the reasonable belief that his or her action was in the best interests of the Company. Subject to the foregoing limitations, such indemnification may be provided by the Company with respect to a proceeding in which it is claimed that a Manager or Member received an improper personal benefit by reason of his or her position, regardless of whether the claim arises out of the Member or Manager’s service in such capacity, except for matters as to which it is finally determined that an improper personal benefit was received by the Member or Manager.

4.3. Advance Payments. Except as limited by law, expenses incurred in defending any proceeding, including a proceeding by or in the right of the Company, shall be paid by the Company to the Member or Manager in advance of final disposition of the proceeding upon receipt of a written undertaking to repay such amount if the Member or Manager is determined pursuant to this Article or adjudicated to be ineligible for indemnification, which undertaking shall be an unlimited general obligation but need not be secured and may be accepted without regard to the financial ability of the Manager or Member to make repayment.

4.4. Insurance. The Company shall have power to purchase and maintain insurance on behalf of any Member, Manager, Officer, agent or employee against any liability or cost which may be incurred by such person in any such capacity or arising out of his status as such, whether or not the Company would have power to indemnify against such liability or cost.

4.5. Heirs and Personal Representatives. The indemnification provided by this Article shall inure to the benefit of the heirs and personal representatives of each Manager.

4.6. Non-Exclusivity. The provisions of this Article shall not be construed to limit the power of the Company to indemnify its Managers, Members, Officers, employees or agents to the full extent permitted by law or to enter into specific agreements, commitments or arrangements for indemnification permitted by law. The absence of any express provision for indemnification herein shall not limit any right of indemnification existing independently of this Article.

## ARTICLE V

### CONFLICTS OF INTEREST

#### 5.1. Transactions with Interested Persons.

(a) The Company may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the purchase and sale to or by the Company of securities, goods, services or space with any Member, Manager or affiliate thereof, and may pay compensation in connection with such securities, goods, services or space, provided in each case that the amounts payable thereunder are reasonably comparable to those that would be payable to unaffiliated persons under similar agreements.

(b) No Manager, Officer or Member interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the Company, any Manager or Member, or any other person or organization for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.

5.2. Outside Businesses. Any Manager, Officer or Member may engage or have an interest in other business ventures which are similar to or competitive with the business of the Company, and the pursuit of such ventures, even if competitive, shall not be deemed wrongful or improper or give the Company, its Managers or the other Members any rights with respect thereto. No Manager or Member shall be obligated to present an investment opportunity to the Company even if it is similar to or consistent with the business of the Company, and such Member, Officer or Manager shall have a right to take for their own account or recommend to others any such investment opportunity. The obligations of any Manager, Officer or Member with respect to outside business and competition may be varied by any written agreement to which the Company is a party.

## ARTICLE VI

### CAPITAL ACCOUNTS AND CONTRIBUTIONS

#### 6.1. Capital Accounts.

(a) There shall be established on the books of the Company a separate Capital Account for each Member.

(b) If there is a transfer of all or a part of an interest in the Company by a Member, the Capital Account of the transferor that is attributable to the transferred interest shall carry over to the transferee of such Member.

(c) Notwithstanding any other provision contained herein to the contrary, no Member shall be required to restore any negative balance in his Capital Account.

6.2. Contributions. Each Member shall make the contributions to the capital of the Company (herein “Contributions”) specified on Schedule A. All Contributions shall be paid in cash unless otherwise specified on Schedule A or agreed to by the Members. Except as set forth on Schedule A, no Member or Manager shall be entitled or required to make any contribution to the capital of the Company beyond any initial contribution; however, the Company may borrow from its Members as well as from banks or other lenders to finance its working capital or the acquisition of assets upon such terms and conditions as shall be approved by the Managers, and any such borrowing from Members shall not be considered Contributions or reflected in their Capital Accounts. The value of all non-cash Contributions made by Members shall be set forth on Schedule A. No Member shall be entitled to any interest or compensation with respect to his Contribution except as specifically provided in this Agreement. No Member shall have any liability for the repayment of the Contribution of any other Member and each Member shall look only to the assets of the Company for return of his Contribution.

## ARTICLE VII

### DISTRIBUTIONS AND ALLOCATIONS

7.1. Allocations. This Agreement is intended to comply with Section 704 of the Code and the Regulations issued thereunder. If, as a result of such Code provisions and Regulations, items of income or loss are allocated to the Members in a manner that is inconsistent with the manner in which the Members intend to divide Company distributions as reflected in this Section 5, then to the extent permitted under the Regulations, items of future income and loss shall be allocated among the Members so as to prevent such allocations from distorting the manner in which Company distributions will be divided among the Members pursuant to this Agreement.

- (a) Allocation of Profit and Loss. After giving effect to the special allocations set forth in Section 6.1.2 hereof at the end of each Fiscal Year (or shorter period if necessary), Profit and Loss shall be allocated as follows:
  - (i) Profit for each Fiscal Year shall be allocated among the Members, (i) first, in proportion to and to the extent of prior allocations of Loss made in accordance with Section 5.1.1(b)(ii) hereof, (ii) next, among the Members in accordance with their Company Interests.
  - (ii) Loss. Loss for each Fiscal Year shall be allocated among the Members: (i) first, in proportion to and to the extent of prior allocations of Profit made in accordance with Section 5.1.1(a)(ii), and (ii) next, among the Members in accordance with their Company Interests.
- (b) Special Allocations.
  - (i) Regulatory Allocations. Notwithstanding any other provision in this Section 6 to the contrary, in order to comply with the rules set forth in the Regulations for (i) allocations of income, gain, loss and deductions attributable to nonrecourse liabilities, and (ii) partnership allocations where



partners are not liable to restore deficit capital accounts, the following rules shall apply:

(1) "Partner nonrecourse deductions" as described and defined in Section 1.704-2(i)(1) and (2) of the Regulations attributable to a particular "partner nonrecourse liability" (as defined in Section 1.704-2(b)(4); e.g., a Company liability which one or more Members have guaranteed) shall be allocated among the Members in the ratio in which the Members bear the economic risk of loss with respect to such liability.

(2) Items of Company gross income and gain shall be allocated among the Members and any Assignees to the extent necessary to comply with the minimum gain chargeback rules for nonrecourse liabilities set forth in Sections 1.704-2(f) and 1.704-2(i)(4) of the Regulations.

(3) Items of Company gross income and gain shall be allocated among the Members and any assignees to the extent necessary to comply with the qualified income offset provisions set forth in Section 1.704-1(b)(2)(ii)(d) of the Regulations, relating to unexpected deficit capital account balances (after taking into account all capital account adjustments prescribed in Section 1.704-1(b)(2)(ii)(d) of the Regulations).

(ii) Curative Allocations. Because the allocations set forth in Section 6.1.2(a) (the "Regulatory Allocations") may effect results not consistent with the manner in which the Members intend to divide Company distributions, the Members, with the advice of the independent accountant or tax counsel serving the Company, are authorized to divide other allocations of net profits, net losses, and other items among the Members and any Assignees so as to prevent the Regulatory Allocations from distorting the manner in which distributions would be divided under Section 5.2 but for the application of the Regulatory Allocations. The Members shall have discretion to accomplish this result in any reasonable manner that is consistent with Section 704 of the Code and the related Regulations. The Members shall also have discretion to make any election permitted by the Regulations under Section 704 of the Code that may reduce or eliminate any Regulatory Allocation that would otherwise be required.

(c) Other Allocation Rules

(i) Change in Company Interests. Upon any change in the relative Company Interests of the Members (whether by reason of the admission or withdrawal of a Member, the sale or exchange by any Member of all or any part of his or her Company Interest, or otherwise), the Members' shares of all Company items shall be determined, except as otherwise required by law, by an interim closing of the Company books.

(ii) Property Contributions. For Federal income tax purposes, income, gain, loss and deduction with respect to property contributed to the Company by any Member shall be allocated in accordance with section 704(c) of the Code and Regulations promulgated thereunder so as to take account of any difference between the tax basis of such property to the Company and its value upon contribution. In furtherance of the foregoing, the Company shall determine, in accordance with Section 1.704-3 of the Regulations or any other controlling statute, rule or regulation, the manner in which the Company shall allocate income, gain, loss or deduction that is realized by the Company and subject to Section 704(c) of the Code.

(iii) Consistent Reporting. The Members agree, if required, to report their shares of Profit and Loss for federal income tax purposes in accordance with the provisions of this Section.

7.2. Distributions. The Company shall make distributions to the Members according to the following provisions and in the following order of priority.

(a) Tax Distributions. First, the Company may, to the extent of Available Cash, make distributions equal to the Tax Distribution Amount within 90 days after the end of each fiscal year to the Members in proportion to their Company Interests. Further, the Company shall advance funds to all the Members out of amounts expected to be distributed pursuant to the preceding sentence at such times and in such amounts as individual Members would require funds to pay estimated taxes.

(b) Distributions of Available Cash. Next, at the end of the Fiscal Year, or if agreed by the Members for any portion of the Fiscal Year, the Members shall determine and distribute the Available Cash for such Fiscal Year, or portion thereof, to the Members in proportion to their Company Interests. For the avoidance of doubt, the Members intend that the determination of Available Cash shall begin with all funds received by the Company from any source, including without limitation all funds due and paid over to the Company as a result of its ownership of the LLC interests identified in Exhibit A, as amended from time to time, including but not limited to monies payable to the Company as repayment of capital and earnings on investments.

(c) Distribution of Liquidation Proceeds. Liquidation proceeds shall be distributed to the Members in accordance with this Agreement.

(d) Division Among Members. If there is a change in a Member's Company Interest during a Fiscal Year, any distributions thereafter shall be made so as to take into account the varying Company Interests of the Members during the period to which the distribution relates in any manner chosen by the Members that is provided in Code § 706(d) and the Regulations thereunder.

(e) Tax Withholding. If the Company incurs a withholding tax obligation with respect to the share of income allocated to any Member: (i) any amount which is (1)

actually withheld from a distribution that would otherwise have been made to such Member and (2) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member and (ii) any amount which is so paid over by the Company, but which exceeds the amount actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section shall be repaid by such Member to the Company within 30 days after the Company gives notice to such Member making demand therefor. Any amounts so advanced and not timely repaid shall bear interest, commencing on the expiration of said 30 day period, compounded monthly on unpaid balances, at an annual rate equal to the Applicable Federal Rate as of such expiration date. The Company shall collect any unpaid amounts from any Company distributions that would otherwise be made to such Member.

(f) Distribution of Assets in Kind. No Member shall have the right to require any distribution of any assets of the Company to be made in cash or in kind. If the Manager(s) determine to distribute assets of the Company in kind, such assets shall be distributed on the basis of their fair market value as determined by the Manager(s). Any Member entitled to any interest in such assets shall, unless otherwise determined by the Manager(s), receive separate assets of the Company, and not an interest as tenant-in-common with other Members so entitled in each asset being distributed. Distributions in kind need not be made on a pro rata basis but may be made on any basis which the Manager(s) determine to be reasonable under the circumstances. With respect to assets distributed in kind to the Members in liquidation or otherwise, (i) any unrealized appreciation or unrealized depreciation in the values of such assets shall be deemed to be profits and losses realized by the Company immediately prior to the liquidation or other distribution event; and (ii) such profits and losses shall be allocated to the Members and credited or charged to their Capital Accounts, and any property so distributed shall be treated as a distribution of an amount in cash equal to the excess of such fair market value over the outstanding principal balance of and accrued interest on any debt by which the property is encumbered. For the purposes of this Section, “unrealized appreciation” or “unrealized depreciation” shall mean the difference between the fair market value of such assets, taking into account the fair market value of the associated financing but subject to Section 7701(g) of the Code, and the Company’s basis in such assets as determined under Treasury Regulation Section 1.704-1(b). This Section is merely intended to provide a rule for allocating unrealized gains and losses upon liquidation or other distribution event, and nothing contained in this Section or elsewhere in this Agreement is intended to treat or cause such distributions to be treated as sales for value.

## ARTICLE VIII

## DISSOLUTION, LIQUIDATION AND TERMINATION

### 8.1. Dissolution.

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of all of the Voting Members; or, (ii) the entry of a decree of judicial dissolution under Section 44 of the Act.

(b) It is expressly agreed that the death, insanity, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the membership of a Member shall not cause the dissolution of the Company.

(c) Notwithstanding any provision of the Act, including Section 44, each Member hereby covenants and agrees not to exercise any right under the Act to petition for judicial dissolution of the Company. Each Member agrees that it shall be liable to each other Member for all damages, including all federal and state taxes, suffered by the Company or any other Member for failure to perform its undertakings set forth in this Section.

8.2. Liquidation. Upon dissolution of the Company, the Managers shall act as its liquidating trustees or the Managers may appoint one or more Managers or Members as liquidating trustees. The liquidating trustees shall proceed diligently to liquidate the Company and wind up its affairs and shall dispose of the assets of the Company as provided herein. Until final distribution, the liquidating trustees may continue to operate the business and properties of the Company with all of the power and authority of the Managers. As promptly as possible after dissolution and again after final liquidation, the liquidating trustees shall cause an accounting by the accounting firm then serving the Company of the Company's assets, liabilities, operations and liquidating distributions to be given to the Members.

8.3. Certificate of Cancellation. Upon completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Managers (or such other person or persons as the Act may require or permit) shall file a Certificate of Cancellation with the Secretary of State of Massachusetts under the Act, cancel any other filings made, and take such other actions as may be necessary to terminate the existence of the Company.

## ARTICLE IX

### TRANSFERS AND RESTRICTIONS

9.1 Transfer or Resignation by Members. No Member shall sell, assign, pledge, encumber, dispose of or otherwise transfer, either voluntarily or involuntarily, (each a "Transfer") any Units or all or any part of the economic or other rights that comprise the Member's Interest, or withdraw or resign from the Company, except as set forth in this Article and this Agreement.

9.2 Transfer By Consent. A Member may Transfer any Units or all or any part of the economic or other rights that comprise the Member's Interest if: (i) all other Members consent in writing to such Transfer, and (ii) such Transfer complies with all the other applicable provisions of this Article 9, and with this Agreement.

9.3 Permitted Transfers. Notwithstanding anything to contrary herein contained, (i) a Member may, as part of an estate plan, make a transfer of some or all of his or her Units, to members of his or her immediate family, or to an entity for the exclusive benefit of immediate family members, provided however that the Member retains the authority to vote the Units on all matters on which voting may be permitted or required; (ii) upon the death or permanent disability of a Member, that Member's heirs, executors, guardians and/or successors (by operation of law or by will or agreement) may inherit or succeed to the Member's Units, and subject to the right, if any, of the Company to acquire said Units as set forth herein (each of (i), and (ii), a "Permitted Transfer"), provided however, any person who is permitted to acquire any Units pursuant to a Permitted Transfer shall, as a precondition to consummating the transfer, be required to execute documentation in which he, she or it agrees to be bound by the terms of this Agreement, if not already so bound.

9.4 Void Transfers. Any purported sale, transfer or conveyance not in compliance with the provisions of this Agreement shall be of no effect and void *ab initio*. Each Member acknowledges and agrees that any breach of the provisions of this Section shall cause the non-breaching Members and the Company irreparable harm that cannot be cured by any adequate remedy at law. Accordingly, and without limiting any other remedies available at law or in equity, the Members agree that the provisions of this Section shall be specifically enforceable by a court of competent jurisdiction. Each Member further agrees to indemnify and hold the Company and each of the other Members harmless from and against any and all costs, liabilities, or damages, including without limitation, reasonable attorneys' fees, resulting from or caused by any attempted or purported transfer in violation of this Agreement by such Member.

9.5 Additional Conditions to Transfer. No Transfer of all or any part of a Member's Interest may be made unless and until the Company shall have received the following (to the extent applicable to the proposed Transfer) as it may have requested:

(a) an opinion of responsible counsel (who may be counsel for the Company), satisfactory in form and substance to the Members to the effect that:

(i) such Transfer would not cause the Company to lose its status as a partnership for federal income tax purposes; and

(ii) such Transfer would not cause a termination of the Company for federal income tax purposes; and

(b) the agreement in writing of the transferee to comply with all of the terms and provisions of this Agreement, to the extent applicable to such transferee as a Member or as an Assignee; and

(c) The Member whose Interest is the subject of the Transfer agrees that he or she will pay all reasonable expenses, including attorneys' fees, incurred by the Company in connection with such Transfer.

9.6 Transfer of Interest Upon Certain Occurrences. Notwithstanding any other provision herein, upon the occurrence of a Member's death, Permanent Disability, Retirement, or Departure, the Member or that Member's heirs, executors, guardians and/or successors (by operation of law or by will or agreement) shall have the obligation to sell, and the Company shall, except as otherwise stated herein, have the option to purchase, such Member's Units, in whole and not in part. If the Company elects not to fully exercise its option, the Members shall have the right to purchase the Units, in whole or in part, on a *pro-rata* basis, and to the extent that one or more Members elects not to so purchase its pro-rata share then the remaining Members shall be entitled to purchase such remainder on a pro-rata basis. The payments, terms and conditions of any such transfer shall be in accordance with Section 9.7. In the event that neither the Company nor the Members exercise the option to purchase a Member's Units, the provisions of Section 9.6.5 shall apply.

9.6.1 Death. The death of any Member shall trigger an obligation upon the part of the Company to purchase the deceased Member's Units in the Company, and an obligation on the part of the deceased Member's heirs, executors, trustees or successors, to sell the deceased Member's Units in the Company. The Company's obligation to purchase a deceased Member's Units may be funded in whole or in part by life insurance, purchased by the Company or individually, on the lives of the Members; provided, however, that any life insurance proceeds that exceed the amount needed to fund the purchase of the deceased Member's Interest shall be paid to the heirs, executors, administrators or trustees of the deceased Member. A list of the currently owned insurance policies is attached hereto as Schedule B.

9.6.2 Retirement. For purposes of this Agreement, "Retirement" shall mean a Member's voluntary termination of employment at the sole discretion of the Member after reaching age sixty-five (65).

9.6.3 Permanent disability. For purposes of this Agreement, "permanent disability" shall mean the inability of a Member, due to accident or illness, to perform services for a period of one-hundred eighty (180) consecutive calendar days on behalf of and for the benefit of the Company in a manner substantially consistent with their past practices during the immediately preceding twelve (12) months. A determination of permanent disability shall be made by a physician satisfactory to both the individual (or his representative or agent, if said individual is unable to make that designation) and the Company, provided that if the individual and the Company do not agree on a physician, the individual and the Company shall each select a physician and these two together shall select a third physician, whose determination as to disability shall be binding on all parties.

9.6.4 Departure. "Departure" shall mean the termination of a Member's employment with the Company for any reason other than Retirement, Death or Permanent Disability, and shall include Voluntary and Involuntary Departures. "Involuntary Departure" shall mean the termination of the Member's status as a Member due to an involuntary

termination of his employment. "Voluntary Departure" shall mean a Departure, which is not an Involuntary Departure.

9.6.5 Third Party Sale. In the event that neither the Company nor the Members exercise the option to purchase a Member's Units, the Member, or his or her representative, shall have the right to sell the Member's Units to any third party, upon any terms the Member, or his or her representative, deem acceptable.

9.7 Determination of Value and Payment. If an event should occur giving rise to the purchase and sale of a Member's Units hereunder, then the purchaser (whether Member(s) or the Company) shall pay in exchange for the Units:

9.7.1 for the twenty-four (24) months immediately following the Effective Date, the value of the Member's Capital Account. At any time thereafter, the fair market value of the Member's Units shall be determined by using the following formula: **2.5 times net income of the LLC before member compensation times the ownership percentage of the respective member, with net income being determined by using the twelve months completed immediately preceding the need for calculation.** The calculation shall be performed by the certified public accountant for the Company, and shall be final and binding on all parties.

9.7.2 Notwithstanding any method for determining value of a Member's Units stated elsewhere in this Agreement, in the event that a Member's Units are being purchased as a result of an Involuntary Departure dictated For Cause, breach of this agreement (either before or after Departure), or breach of the fiduciary or other duties owed to the Company, the purchase price shall be: for the twenty-four (24) months immediately following the Effective Date, the value of the Member's Capital Account, and at any point in time thereafter, the value of the Member's Units as determined under Section 9.7.1, above, divided by two (2).

9.7.3 Whenever a right or obligation arises under this Agreement for the purchase or sale of Units, the purchaser, at its option, may pay for such Units in cash or by promissory note; provided, however that if life insurance proceeds are available to fund an obligation, they shall be exhausted prior to issuing a promissory note to fund the obligation. If the purchaser purchases the Units pursuant to any provision of this Agreement by delivering a promissory note, it shall be in the form attached hereto, which promissory note shall:

(a) be payable in equal monthly blended installments of principal and interest with the first payment due within three (3) months of the event giving rise to the purchase, provided however that if the amount to be paid is: (i) \$10,000 or less, then the amount due shall be paid immediately, in full; (ii) Between \$10,001 and \$50,000, then any promissory note issued shall have a term of 5 years; (iii) more than \$50,000, then any promissory note issued shall have a term of 10 years.

(b) bear simple interest at five percent (5%); and

(c) be payable in full or in part at any time without penalty with prepayments applied first to accrued interest, then to unpaid principal in inverse order of maturities.

(d) Limitation on Payment. In each year the Company's obligations to make payments to any former Member(s) holding notes delivered by the Company pursuant to this Article, or analogous provisions of any other agreements entered into by the Company with any of its other Members ("Company Note(s)") shall not, in the aggregate, exceed five percent (5%) of the aggregate gross revenues of the Company for the immediately preceding calendar year, and the periodic payments due under the Company's Note(s) shall be reduced proportionally, and the term of the Company's Note(s) shall be extended as necessary.

9.8 Status of Member. A transferee of Units shall not be admitted as a Member of the Company, but shall remain an Assignee with respect to the Units transferred unless admitted as a Member pursuant to this Agreement. Unless a transferee is admitted as a Member of the Company, the Transfer of all of a Member's interest in the profits, losses and capital of the Company shall not cause such Member to cease to be a Member of the Company.

9.9 Validity of Transfer. Any Transfer in contravention of any of the provisions of this Article 9 shall be void and of no effect, and shall not bind nor be recognized by the Company.

9.10 Assignee. If the provisions of this Article have been complied with, an Assignee shall be entitled to receive distributions of cash or other property, and allocations of Net Profit and Net Loss and of items of income, deduction, gain, loss, or credit, from the Company attributable to the Membership Interest assigned to the Assignee from and after the effective date of the Transfer, and shall have the right to receive a copy of the financial statements and tax information required herein to be provided to Members, but an Assignee shall have no other rights of a Member, including without limitation the right to vote as a Member on matters set forth herein or in the Act, which rights of a Member shall continue to be held by the Member making such assignment, unless and until such Assignee is admitted as a Member pursuant to the provisions of this Operating Agreement.

9.11 No Withdrawal or Resignation. No Member shall have the right to withdraw or resign from the Company or to be repaid any capital contributed by the Member, or to receive any other payment in respect of the Member's Units or Member Interest in the Company, including without limitation payments upon withdrawal or resignation from the Company, except as specifically provided in this Agreement or as approved by all Members (not including the withdrawing or resigning Member).

9.12 Non-Competition; Non-Solicitation.

9.12.1 While a Member of the Company and for a period of one (1) year thereafter, either alone or in association with others, the Member shall not, directly or indirectly, solicit for employment, hire, or engage as an independent contractor, any



employee of the Company or anyone who was, during the 6 months prior to the Member's departure from the Company, employed by the Company. A Member may relieve himself or herself of this restriction by paying the Company 20 percent of the employee's salary, measured for the 12 months preceding the request, payable in full by the Member on the date of departure or request.

9.12.2 While a Member of the Company and for the Restricted Period, either alone or in association with others, the Member shall not, directly or indirectly solicit or attempt to solicit, divert or attempt to divert, handle or attempt to handle, service or attempt to service the account or business of any client of the Company. For purposes of this Agreement, the "Restricted Period" shall mean the greater of (i) one (1) year after the Member's ownership interest ceases to exist and the Member leaves the employ of the Company; or, (ii) the length of time that the Member is receiving payments from the Company pursuant to any Section of this Agreement.

9.12.3 While a Member of the Company and for a period of twelve (12) months thereafter, the Member shall not, directly or indirectly, own, manage, operate, join, control, be employed by, or participate in the ownership, management, operation or control of, or be connected in any employment, ownership, or consulting capacity with any business or organization that engages in the same business as, or similar to, the business of Company (the "Noncompete Restrictions").

9.13 Proprietary Information. Each Member agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning the Company's business, clients, clients' business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of the Company. By way of illustration, but not limitation, Proprietary Information may include services, processes, methods, techniques, projects, developments, plans, research data, financial data, personnel data, customer lists, and contacts at or knowledge of customers or prospective customers of the Company. Each Member will not disclose any Proprietary Information to any person or entity other than employees of the Company or use the same for any purposes without written approval from the Company, either during or after his or her membership with the Company, unless and until such Proprietary Information has become public knowledge without fault by the Member. Each Member agrees that all files, letters, memoranda, reports, records, data, notes or other written, photographic, or other tangible material containing Proprietary Information, whether created by the Member or others, which shall come into his or her custody or possession, shall be and are the exclusive property of the Company to be used by the Member only in the performance of his or her duties for the Company. All such materials or copies thereof and all tangible property of the Company in the custody or possession of the Member shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) termination of his or her membership. After such delivery, the Member shall not retain any such materials or copies thereof or any such tangible property. Each Member agrees that his or her obligation not to disclose or to use information and materials of the types set forth above, and his or her obligation to return materials and tangible property, also extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Member.

## ARTICLE X

### FISCAL MATTERS

10.1. Title to Property and Bank Accounts. The funds and other property of the Company shall be held in the name of the Company. The funds of the Company shall be deposited in such bank account or accounts as shall be designated by the Managers, the President or the Treasurer and withdrawals therefrom shall be made upon the signatures of the Managers or such person or persons as shall be so designated by the Managers. All deposits and other funds not needed in the operation of the business of the Company may be deposited in interest-bearing accounts or invested in such manner as the Managers, the President or the Treasurer may determine.

10.2. Records and Accounting. The Managers shall keep or cause to be kept complete and accurate books with respect to the Company's business. Except as otherwise provided herein, whenever a proportionate part of the profits or losses of the Company is credited or charged to a Member's Capital Account, every item of gain, loss, or deduction entering into the computation of such profits or losses shall be considered either credited or charged, as the case may be, and every item of credit or tax preference related to such profits or losses and applicable to the period during which such profits or losses were realized shall be allocated to such Capital Account in the same proportion.

10.3. Reports. The Company shall deliver to each Member all necessary tax information within ninety (90) days after the end of each fiscal year. The Managers and the Officers shall also cause the accountants of the Company to prepare all income and other tax returns of the Company. No Member shall have any cause of action against the Company, any Manager or any Officer if the Company shall have acted in good faith in attempting to satisfy the foregoing reporting requirements.

10.4. Accounting Decisions and Tax Elections.

(a) Accounting Decisions. All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the Managers or the Officers in accordance with generally accepted accounting principles.

(b) Tax Elections. The Company will treat elections for federal income tax purposes as follows:

(i) In the event of a transfer of all or any part of the Membership Interest of any Member or in the event an election pursuant to Section 754 of the Code (or corresponding provisions of succeeding law) is made by a Member, the Company shall elect if requested by the transferee or by a Member (as the case may be), pursuant to Sections 734, 743 and 754 of the

Code (or corresponding provisions of future law) and pursuant to similar provisions of applicable state or local income tax laws, to adjust the basis of the assets of the Company.

(ii) In the event a Member is admitted to the Company at any time during a given month, the Member will be deemed to have been admitted to the Company as of the first day of such month.

(iii) All other elections required or permitted to be made by the Company under the Code shall be made by the Managers or the Officers, after consultation with the accountants of the Company, in such manner as will, in their opinion, be most advantageous to the Members.

(c) Tax Matters Partner.

(i) For the purposes of Subchapter C of Chapter 63 of the Code, the Manager shall serve as the “Partnership Representative” under Section 6223 of Chapter 63 of the Code (as in effect pursuant to the Bipartisan Budget Act of 2015 (the “2015 Act”). Chapter 63 of the Code as in effect pursuant to the 2015 Act is referred to hereinafter as the “Partnership Audit Rules.”

(ii) For any year in which the Company is eligible to elect the application of Section 6221(b) of the Partnership Audit Rules (“New Section 6221(b)”), the Company shall take or cause to be taken all actions necessary to elect the application of New Section 6221(b). Each Member agrees to cooperate with the Company and furnish to the Company any information reasonably requested in order for the Company to make such an election under New Section 6221(b) and any Treasury Regulations promulgated thereunder.

(iii) In the event of any final partnership adjustment occurring under the procedures of the Partnership Audit Rules that pertain to any year in which the Company is not eligible to elect the application of New Section 6221(b), unless a majority of the Members object, the Company shall timely elect to utilize the alternative procedure described in Section 6226 of the Partnership Audit Rules (“New Section 6226”), and the Partnership Representative shall provide the Internal Revenue Service and each affected Member (including any former Members when applicable) with such information as required by New Section 6226 and any Treasury Regulations promulgated thereunder. Each Member agrees to cooperate with the Company in utilizing the procedures under New Section 6226, whether or not such person is a Member at the time of a final partnership adjustment.

(iv) For any year in which the Partnership Audit Rules are applicable and the Company does not either make an election under New Section 6221(b) or utilize the alternative procedures under New Section 6226, each Member or former Member, as applicable, who fails to file a timely amended federal income tax return to report his, her or its allocable share of any adjustment pursuant to procedures described in Section 6225(b) of the Partnership Audit Rules (“New Section 6225(b)”) shall indemnify the Company from and against any and all loss attributable to such Member or former Member’s allocable share of any imputed underpayment (as defined in the Partnership Audit Rules), including any interest, penalty, or other additions to

tax, and all other costs and expenses (including reasonable attorney's fees) of any kind or nature that may be sustained or suffered by the Company.

(v) Both the Tax Matters Partner and the Partnership Representative, with respect to the tax years for which each is serving in such capacity, shall continue to serve in such capacity after the termination of the Company with respect to IRS audits and proceedings, subject in the case of the Tax Matters Partner to Subchapter C of Chapter 63 of the Code and related authority prior to the 2015 Act and, notwithstanding anything to the contrary contained herein, shall not take any of the following actions, without first obtaining the consent of a majority in interest of the Members:

(c)v.1. Extend the statute of limitations for assessing or computing any tax liability against the Company (or the amount or character of any Company tax item);

(c)v.2. Settle any audit with the IRS concerning the adjustment or readjustment of any Company tax item;

(c)v.3. File a request for an administrative adjustment with the IRS at any time or file a petition for judicial review with respect to any IRS adjustment;

(c)v.4. Initiate or settle any judicial review or action concerning the amount or character of any Company tax item;

(c)v.5. Intervene in any action brought by any other Member for judicial review of a final adjustment of any Member tax item;

(c)v.6. Take any other action or fail to take any other action that would have the effect of finally resolving a tax matter affecting the rights of the Company and its Members.

(vi) Both the Tax Matters Partner and the Partnership Representative, with respect to the tax years for which each is serving in such capacity: (i) shall keep all other Members advised at all stages of any dispute or proceeding (including an audit) the Company may have with any federal, state or local taxing authority and shall afford the other Members the right to participate directly in negotiations with any such taxing authority (if permitted under applicable law) in an effort to resolve any such dispute or proceeding and (ii) shall obtain the consent of the other Members before taking any of the actions specified in this Section, regardless of whether the Company has been dissolved or any Member has withdrawn from the Company, voluntarily or involuntarily, if the result of such actions would adversely affect any Member in a manner disproportionate with such Member's Company Interest for the applicable taxable year.

## ARTICLE XI

### GENERAL PROVISIONS

11.1. Offset. Whenever the Company is obligated to make a distribution or payment to any Member, any amounts that such Member owes the Company may be deducted from said distribution or payment by the Managers.

11.2. Specific Limitations. No Member shall have the right or power to: (a) withdraw or reduce his or her Capital Contribution except as a result of the dissolution of the Company or as otherwise provided by law or this Agreement, (b) make voluntary Capital Contributions or contribute any property or services to the Company as a Capital Contribution other than cash except as otherwise provided by this Agreement, (c) bring an action for partition against the Company or any Company assets, (d) cause the termination and dissolution of the Company, except as set forth in this Agreement, or (e) upon the distribution of his or her Capital Contribution require that property other than cash be distributed in return for his or her Capital Contribution. Each Member hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Company's property. Except as otherwise set forth in this Agreement, no Member shall have priority over any other Member either as to the return of his or her Capital Contribution or as to Net Profit, Net Loss, or Distributions. Other than upon the termination and dissolution of the Company as provided by this Agreement, there has been no time agreed upon when the Capital Contribution of any Member will be returned.

11.3. Notices, Approvals and Consents. All notices, approvals, consents or other communications hereunder shall be in writing and signed by the party giving the same, and shall be deemed to have been delivered when the same are (i) sent by certified or registered mail, postage prepaid, return receipt requested; (ii) deposited in the United States mail; (iii) deposited with Federal Express or a similar overnight delivery service of national standing; (iv) delivered by hand; or (v) sent by telecopier, transmission confirmed, in each case, to the parties as follows:

(a) If to the Company, at the principal office thereof, or to such other address as may be designated by the Managers or the President by notice to all Members; and

(b) If to a Member, at its address set forth in Schedule A hereto, or to such other address as may be designated by notice from it.

Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.4. Entire Agreement. This Agreement constitutes the entire agreement of the Members and the Managers relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

11.5. Limitation of Litigation: Consent to Jurisdiction. No Member or Manager shall be entitled to initiate or participate in a class action on behalf of all or any part of the Members against the Company, its Managers, an Officer or any Member, and no Member shall be entitled to initiate or participate in a derivative suit on behalf of the Company against its Managers, an Officer or any Member, unless in each case such action or suit has received prior approval of a majority of the Managers and Members holding a majority of the Voting Membership Interests who are not defendant parties to the proposed action or suit, or unless otherwise required by law. A Member or Manager who initiates an action or suit in violation of this Agreement shall be liable to the Company and its Managers, Officers and any Members, who are defendant parties

for all damages and expenses which they incur as a result, including without limitation reasonable fees and expenses of legal counsel and expert witnesses and court costs. The parties to this Agreement hereby consent to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts in connection with any matter or dispute arising under this Agreement or between them regarding the affairs of the Company, which must be brought in court.

11.6. Disputed Matters. Except as otherwise provided in this Agreement or required by the Act, any controversy or dispute arising out of this Agreement, the interpretation of any of the provisions hereof, or the action or inaction of any Member or Manager hereunder shall be submitted to the American Arbitration Association in Boston, Massachusetts, and shall be resolved under its Commercial Arbitrations rules and regulations. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. To the fullest extent permitted by law, no action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by any Member except (a) an action to compel arbitration pursuant to this Section, (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section, or (c) any action for injunctive or other provisional relief to compel the Company or another Member to comply with its or his or her obligations hereunder during the pendency of the arbitration proceedings

11.7. Amendment or Modification. Except as specifically provided herein, this Agreement may be amended or modified from time to time only by a written instrument signed by Members holding a majority of the Voting Membership Interests.

11.8. Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of the provisions thereof.

11.9. Binding Effect. Except as may be otherwise specifically provided herein, this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns and additional or substitute Members or Managers.

11.10. Governing Law; Severability. This Agreement is governed by and shall be construed in accordance with the law of the Commonwealth of Massachusetts, exclusive of its conflict-of-laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate or the Act, the applicable provision of this Agreement shall control, to the extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision shall be enforced to the fullest extent permitted by law.

11.11. Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate

and perform the provisions of this Agreement and those transactions, as requested by the Managers.

11.12. Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company or for partition of the property of the Company. The failure of any Member to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance herewith in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

11.13. Notice to Members of Provisions of this Agreement. By executing this Agreement, each Member acknowledges that such Member has actual notice of all of the provisions of this Agreement and the Certificate. Each Member hereby agrees that this Agreement constitutes adequate notice of all such provisions, and each Member hereby waives any requirement that any further notice thereunder be given.

11.14. Third-Party Beneficiaries. The provisions of this Agreement are not intended to be for the benefit of any creditor or other person to whom any debts or obligations are owed by, or who may have any claim against, the Company or any of its Members, Officers or Managers, except for Members, Officers or Managers in their capacities as such. Notwithstanding any contrary provision of this Agreement, no such creditor or person shall obtain any rights under this Agreement or shall, by reason of this Agreement, be permitted to make any claim against the Company or any Member, Officer or Manager.

11.15. Interpretation. For the purposes of this Agreement, terms not defined in this Agreement shall be defined as provided in the Act; and all nouns, pronouns, and verbs used in this Agreement shall be construed as masculine, feminine, neuter, singular, or plural, whichever shall be applicable.

11.16. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date set forth above.

CLASS A MEMBERS:

**Joseph Ready:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Daniel Cohen:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**David Branco:** \_\_\_\_\_

**Date:** \_\_\_\_\_

MANAGERS:

**Joseph Ready:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Daniel Cohen:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**David Branco:** \_\_\_\_\_

**Date:** \_\_\_\_\_

COUNTERPART SIGNATURE PAGE TO  
OPERATING AGREEMENT OF TASTEBUD FARMS, LLC

By execution of this Signature Page, the undersigned Class B Member does hereby become a party to and agrees to be bound by the provisions of the Operating Agreement of Tastebud Farms, LLC (the “Operating Agreement”) to which this Signature Page is appended, a counterpart of which has been furnished to the undersigned, and the undersigned hereby authorizes the Company to append this Signature Page to a counterpart of the Operating Agreement as evidence thereof.

\_\_\_\_\_  
(Signature)



---

(Printed Name)

---

(Street Address of Residence)

---

(City or Town) (State) (Zip Code)

---

(Daytime Telephone Number)

SCHEDULE A  
TO  
OPERATING AGREEMENT  
OF  
**TASTEBUD FARMS, LLC**

**MEMBERS AS OF, 2021**

<u>Names and Addresses</u>	<u>Paid-In Capital Contributions</u>	<u>Percentage Interest</u>
CLASS A MEMBERS:		
Joseph Ready		33.334%
Daniel Cohen		33.333%
David Branco		33.333%
		100%
CLASS B MEMBERS:		

**MANAGERS**

Names and Addresses

SCHEDULE B  
TO  
OPERATING AGREEMENT  
OF  
TASTEBUD FARMS, LLC

List of Life Insurance Policies

November 8, 2021

Attestation

Department of Unemployment Assistance

We attest that we cannot obtain a certificate of good standing from the Department of Unemployment Assistance until we hire employees for Tastebud Farms, LLC. Once the Department allows us to register, we will provide a copy to the Cannabis Control Commission.

Joseph Ready

David Branco

Dan Cohen



# **Business Plan for Tastebud Farms LLC**

## **Introduction**

Tastebud Farms is a Limited Liability Corporation that was formed with the intention of applying for a Micro Business license in the city of Lowell, Massachusetts. Our proposed facility will be located at 70 Wilbur Street #2.

The dream of Tastebud Farms began in the summer of 2019 as three longtime friends caught up with each other after weekly tennis matches. Throughout the upcoming weeks, this small bud of an idea started to grow. Slowly the friends began to realize how their different experiences and backgrounds fit together. Their expertises in licensing, zoning, regulation, sales, and farming pieced together perfectly to create a dynamic and diverse team that has the skills, background, and knowledge required to cultivate their dream into a reality. In the months that have passed, this dream has grown into Tastebud Farms. Over the past year and a half, our executive team has transformed from longtime friends to business partners dedicated to growing a successful, ethically driven business that both partners and gives back to its community.

Growing up locally, supporting and giving back to the Lowell community is a priority for our executive team. Each aspect of our plan was created with the impact on the community at the forefront of our planning and decision making. Our facility was intentionally purchased in a light industrial area, designated by Lowell as appropriate for marijuana cultivation. As our plan will outline, our team is committed to providing the highest measures of security within and outside our facility. Our executive team's expertise in limiting the environment footprint of our facility will ensure that regulation guidelines are met and exceeded where possible in this area. While we intend to begin our operation on a small scale and do not anticipate the need to hire additional employees at its start, when that time comes, we will prioritize Lowell residents with a focus on hiring employees that will bring diversity to our company, including minorities, veterans, people with disabilities, LGBTQIA+, and women. When choosing vendors, our team will also prioritize Lowell businesses. Our hope is to create a longstanding relationship with the City of Lowell.

## **Executive Summary**

Tastebud Farms executive team brings a diversity of experience and almost 40 years of successful business experience. Growing up in the local area, our team is committed to improving the Lowell community through the income and jobs generated as a result of our Microbusiness.

### **Joseph Ready**

Joe Ready joins the executive team of Tastebud Farms, LLC as an experienced owner, operator and licensee of highly regulated products. He is the owner of both Ready Real Estate and Vinal Square Craft Beer House and Premium Liquors in Chelmsford, MA. Joe brings to the table a diverse experience in zoning, licensing, financial analysis, business operations and community outreach and development.

In 2016, Joe successfully acquired an all alcohol and beverage off premises retail license from the ABCC and the town of Chelmsford. The initial announcement of the business was met with opposition and concern for the neighborhood. As promised, 5 years later the business has implemented some of the highest standards, operated with a perfect record, became a partner with the community and a positive contributor for the revitalization of Vinal Square. Joe recently sold the business to another high quality operator to make sure the business continues with the same principles in mind. The business required a high level of security and good standard operating procedures for protection against the sale to minors and others not permitted the sale of alcohol, tobacco and lottery products.

As the owner and Broker of a Residential and Commercial Brokerage Ready Real Estate, Joe has a background in zoning, local ordinances and regulations and development. The redevelopment of the blighted building in Vinal Square's center required significant permitting and planning board approvals.

Prior to starting Ready Real Estate, Joe worked in administration at Harvard Law School.

Joe has a Bachelors of Science from Suffolk University in Business Administration and Entrepreneurship.

### **Daniel Cohen**

Dan Cohen joins the executive team of Tastebud Farms, LLC with a unique background of professional experience including financial analysis, business operations, and complex B2B sales success.

Immediately following graduating UMass Dartmouth (and turning around a small tennis org.), Dan obtained a financial support position with one of the world's oldest organizations; Christie's Inc. (NYC).

In 2005 Daniel was hired by a former colleague at Codiam Inc. to help manage a recently started joint venture with Tiffany & Co. Dan worked in this organization for the following 9 years and through the economic downturn. Dan managed finance and operations for the two multi-national joint ventures out of Johannesburg, S.A. and Gaborone, Botswana. Dan assisted in start up of the second JV (Gaborone). Codiam's end goal was to sell both JV's to TCo and this was accomplished (\$50M+) in 2012. Sales relationships were maintained until his departure in 2013.

In 2013 Daniel moved back to Greater Boston and started a sales role with an electrical contractor (Aetna Corp.). Daniel successfully surpassed sales goals annually by growing relationships and expanding product and service knowledge until his departure almost 6 years later.

In early 2019 Dan left his National Account Sales position and started Sona Energy Solutions, LLC. Sona Energy Solutions, LLC partners with utility companies, mechanical equipment manufacturers and skilled labor companies to provide large scale commercial energy efficiency projects in Mid-Atlantic and North Eastern states to end use customers (focus on grocery).

Dan aims to use his unique background to help lead Tastebud Farms as the highest quality craft canna cultivator.

## **David Branco**

David Branco joins the executive team of Tastebud Farms, LLC as Head Grower and Operational Manager.

David is coming from 15 plus years working in Special Education for the state of Massachusetts. Within this time, David worked in such roles as Teaching Assistant, ABA Tutor, Registered Behavior Technician, as well as a Site Supervisor for an afterschool program. David has shown strong leadership skills within these roles, such as, management of staff and students, running workshops, and being part of committees.

In 2017 David was the Cofounder and President of a nonprofit business, Special Education Employment Development Inc. (SEED). During his time with SEED, he worked with young adults on the Autism Spectrum as a job/life skill coach and ran a farming/gardening program, as well as making contacts with other local businesses and nonprofits for clients to do job training.

David has always had a passion for farming and gardening, and is excited to transfer these skills to cultivate the highest quality locally grown Cannabis. Over the past 2 years, David has been furthering his education within the Cannabis field, by taking online courses and consulting with others in the industry.

David is a graduate of Chelmsford High School and North Bennet Street School's jewelry making and repair program.

## **Business Goals**

The combined experience and knowledge of our executive team has prepared Tastebud Farms to move quickly in implementing our business plan as soon as licensure will allow. We are prepared to begin cultivation within a month of receiving licensure allowance. Our executive team is committed to excellence in each step of the cultivation process and will utilize the highest standards of industry technology to support the cultivation of product and security of our facility and cultivation process.

By starting small, Tastebud Farms has the ability to not rely on outside sources of revenue. This will give Tastebuds the flexibility to focus on cultivating the highest standard of product without distractions of outside pressures. Our skilled executive team will have the ability and flexibility to also monitor each step of the cultivation process to ensure that all industry and regulatory standards are met and where possible exceeded.

While Tastebud Farms intends to be a small business at first, once the need for additional staff is required, Tastebud Farms is committed to hiring local, qualified employees to the extent permissible by law, subject to other equity provisions. Fostering a diverse culture is a priority for Tastebud Farms and we will work to promote equity among our employees, including minorities, women, veterans, people with disabilities and members of LGBTQIA+. Tastebud Farms will make every effort to employ and advance employment in qualified and diverse people within all levels of the company. Tastebud Farms will evaluate its plans on an annual basis.

Also, Tastebud Farms will adhere to all the requirements set forth in 935CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing, and sponsorship practices for all Marijuana Establishments. Tastebud Farms will refrain from engaging in the prohibited practices outlined in 935 CMR 500.105(4)(b). All actions taken by Tastebud Farms will comply with the Commission's regulations and any other applicable state laws regarding the limitations on ownership or control.

## **Cultivation**

Tastebud Farms has acquired the property at 70 Wilbur Street with the intention of creating at its maximum a 3,050-sf cultivation facility. The Wilbur Street property is an underutilized building for nearly 2 years. The property includes three floors and 3,050 feet of warehouse and production space that will be utilized for cultivation as well as our administrative offices. The property is in good condition and has adequate power and water for our intended use and a



superior security footprint. It is in a quiet, light industrial area that was designated by Lowell as appropriate for marijuana cultivation.

Tastebud Farms will have the ability to vegetate plants and flowers concurrently and will grow a variety of strains of marijuana, and will have the ability to grow from seedling to finished product. Tastebud Farms will dry and process all cannabis flowers into labeled and inventoried vacuum sealed bags and/or high quality packaging that meets or exceeds industry standards before delivery.

We have budgeted between \$150,000 to \$200,000 in build out costs. We anticipate it will take between five and six months from the start of operations before revenue begins to be generated, and have budgeted for this time period. To increase building efficiency, we will be adding insulation during the build out process. Lighting will be a majority of our build out costs as well as A/C systems to support cultivation. We have also planned for water delivery, purification, and recycling air filtration and other systems necessary to implement our cultivations operation. We are planning on using Charcoal filtration fans in order to mitigate odor and ensure that the air is clean of pathogens. With each decision during the build out, we will be looking to implement the highest industry standards in technology to ensure safety and reduce our environmental impact. In addition to these big item installations, we have planned for the small details as well such as ensuring that the walls and floors have been coated to ensure proper cleaning of surfaces. We have also developed a plan for the disposal of materials generated in the cultivation and manufacturing phases of our business.

Operational safety and security will be a priority in all phases of the business. Written protocols and training of all personnel in critical phases of business operations will ensure that these protocols are met throughout the facility.

Our cultivation plan has taken into account the need to both jump start revenue while later creating a consistent revenue stream. We expect to utilize cloning as a method of shortening the grow cycle to four months. By harvesting at least one room each month, this staggered grow cycle will allow us to have a consistent cash flow.

While we are beginning as a small operation, as we establish cash flow and are in a position to build our business, we are committed to keeping our operations located with the City of Lowell to the extent practical.

## **Funding of Pre-Operations**

By starting small, Tastebud Farms will be able to self-fund all start up costs. At this time, we have secured a facility, established a corporate entity, retained consultants, and are in the process of completing our CCC application. Our current obligations are paid in full and we have no current debt. We also have the funding in place to complete the application process and build out the facility in accordance with the attached budget. We understand that there will be at least 5-6

months between the start of operations and the income of the first revenue and have planned this into our projected budget. While it is our intention to remain self-funded, we have developed contingency plans to be able to borrow money should the event arise. We do not anticipate that we will need to use this plan but felt it prudent to plan for all cases and to have a plan in place in the event that we do need to seek outside funding.

## **Hiring Practice and Diversity Goals**

As a small, locally owned business, our executive team of Tastebud Farms does not anticipate the need to hire additional employees at the start of operations. Once the need for additional staff is required, Tastebud Farms is committed to prioritizing Lowell residents while fostering a diverse culture and pledges to promote equity among its employees, including minorities, women, veterans, people with disabilities and members of LGBTQIA+. Tastebud Farms will make every effort to employ and advance employment in qualified and diverse people within all levels of the company.

## **Host Community Agreement:**

Positively impacting the Lowell community is a commitment and focus for our team. Our team all grew up and live in the area and are committed to creating a mutually beneficial relationship with the City of Lowell. Tastebud Farms has committed to all the terms of the Host Community Agreement. Tastebud Farms will positively benefit the City of Lowell through the substantial revenue stream it creates. Also, the capital investments made to the building will improve its property value. In accordance with the Host Community Agreement, Tastebud Farms has built into the budget an annual payment to the City of Lowell of 3% of gross revenue to be used in accordance with the provisions listed within the Host Community Agreement. Tastebud Farms will also adhere to all other provisions within the Host Agreement including but not limited to participating in the City of Lowell's energy aggregation program, using local vendors when possible, and hiring local to the extent possible. Tastebud Farms will work with the City in growing a traffic and parking plan and building a working relationship with City municipalities to maintain the security of the facility.

## **Safety and Security**

Our executive team is committed to ensuring the highest standards of safety and security and will implement the highest standards of industry technology to ensure these goals are met. We have established protocols for physical, electronic and intellectual security as well as a comprehensive inventory system and other operating systems necessary to securely operate our facility. We are committed to meeting and exceeding regulatory guidelines and have identified industry-based inventory and accounting systems. We are committed to utilizing industry experienced security specialists in the design and implementation of our security system. We will consult and partner with the Lowell Police Department in the review of our security protocols, anti-diversion plans,

diversion of children prevention plans and physical security to ensure the highest measures of safety are provided for the surrounding community. .

While we recognize the details of our security plan may change as we continue to consult with industry specialists and the Lowell Police Department. Our initial plans have been made to ensure that all industry regulations are met. We will install state of the art electronic security for both the outside perimeter of the building and within the facility. Having only two exterior doors is an advantage when securing the perimeters and these entrances will both be monitored through key card entry. Within the facility, our inventory will be secured within limited access security areas at all times. We will implement an electronic security profile that will include intrusion prevention, intrusion detection, and countermeasures to deter and prevent access to secure data and have planned for the training of all employees in these security measures. Appropriate signage surrounding the building will also be displayed and adjustments will be made to all windows to ensure that the facility is not visible to the public.

The security of our facility, both inside and out is of utmost priority and we have and will continue to place great focus on this area. We believe that the security measures we have put in place will allow our business to grow safely and reliably and are committed to continually reviewing our security measures to ensure the highest level of safety and security for our facility and the surrounding community. To secure client information, where possible, we will use HIPA guidance and cash management policies that employ bank sanctioned cash transportation systems as well as secured on site storage of cash generated in the business process. We have established a banking relationship with a bank that is aware of the business model and welcomes participation of our cannabis-based business in their banking portfolio.

## **Summary:**

As outlined in the Process for review and approval document for Marijuana Businesses in Lowell, Tastebud Farms LLC fulfills a majority of the items outlined as Preferences by the City of Lowell and will strive to meet as many as possible within the first three years of operation.

- **Purchase or lease of a vacant or underutilized parcel**

Tastebud Farms lease and improve the property at 70 Wilbur Street #2 which had been underutilized for nearly two years prior to purchase. This property was intentionally purchased within a light industrial area in which the cultivation of marijuana is a by-right.

- **Cultivation of facilities within City of Lowell**

Tastebud Farms will cultivate its marijuana in Lowell, providing jobs, taxes, and supplemental revenue for the City.

- **Commitment of expansion of cultivation/manufacturing facilities within the City of Lowell if and when expansion takes place.**

If and when the time comes to expand our operations, Tastebud Farms is committed to continuing to foster the working relationship formed with the City of Lowell by expanding within its city limits.

- **Business plan demonstrating adequate capital to adequately fund operation**

Tastebud Farms is well funded with over \$300,000 in liquid funds and has the capital required to build out and begin operations.

- **Commitment to community impact and outreach above and beyond requirements in the Host Agreement**

- **Commitment to meeting and exceeding the Leadership Rating Criteria laid out by the Cannabis Control Commission**

Tastebud Farm is committed to meeting and where possible exceeding the Leadership Rating Criteria laid out by the Cannabis Control Commission.

#### **Social Justice Leader:**

- One percent of our revenue will be donated to the Social Equity Training and Technical Assistance Fund
- Tastebud Farms will conduct 50 hours of educational seminars targeted to residents of Areas of Disproportionate Impact in one or more of the following: Marijuana cultivation, Marijuana Product manufacturing, Marijuana retailing, or Marijuana business training. A Social Justice Leader may use a logo or symbol created by the Commission to indicate its leadership status.

#### **Local Employment Leader:**

- 51% or more of our employees will have been a Massachusetts Resident for 12 months or more
- 51% or more of our executives have been a Massachusetts Resident for 12 months or more.

#### **Energy and Environmental Leader**

- Tastebud Farms will meet or exceed its energy and environmental impact goals every year

- Tastebud Farms will consistently document and comply with best management practices for energy use, waste disposal and environmental impact
- If applicable, Tastebud Farms will document that 100% of our renewable energy credits have been retired
- Tastebud Farms will label all products as being produced using 100% renewable energy

**Compliance Leader**

- All of our employees will complete the required trainings within 90 days of being hired
- Tastebud Farms is committed to being 100% compliant with all laws and regulations and to not receive any written deficiency statements, cease and desist orders, or quarantine orders.

**Contact Information:**

For inquiries, government affairs or additional information, please contact Joseph Ready at 978-884-6972 or [jready@tastebudfarms.com](mailto:jready@tastebudfarms.com)

### **Tastebud Farms' Plan Plan to Obtain Insurance**

Tastebud Farms shall obtain all necessary insurance such as General Liability, Product Liability, Worker's Compensation, Property and Casualty. Tastebud Farms shall obtain General Liability and Product Liability insurance coverage of no less than \$1 million per occurrence and 2 million in aggregate annually. The deductible for each policy shall not be higher than \$5,000 per occurrence. We have reached out to our carrier Gilbert Insurance Agency, Inc that specializes in Recreational Permitted Operations. Gilbert Insurance is prepared to issue policies upon provisional license.

### **Energy Compliance Plan, Tastebud Farms LLC**

Tastebud Farms shall meet all energy compliance standards set forth by the Commonwealth and the Commission, including but not limited to the energy and efficiency standards set by 935 CMR 105(15). Such measures shall include:

- Tastebud Farms shall identify potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- Tastebud farms shall pursue opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Tastebud Farms shall implement strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- Tastebud Farms shall participate in energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

### **Plan for Maintaining Financial Records, Tastebud Farms LLC**

Financial records shall be accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records shall be kept in a secure and confidential location and kept separate from all other records. Such records 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.

Tastebud Farms shall follow all record keeping requirements pursuant to 935 CMR 500.105(9), including manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records, including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

Tastebud Farms shall also keep written business in accordance with 935 CMR 500.105(10) of general liability insurance and all bond and escrow requirements set by 935 CMR 500.105(16). Tastebud Farms shall also keep record of 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.

Tastebud Farms shall also keep and 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.



## **Personnel Policies (including Background checks), Tastebud Farms LLC**

### **Personnel Records**

Tastebud Farms shall keep at minimum the following personnel records:

- Job description on record for each employee and volunteer position.
- Organizational chart consistent with job descriptions
- Staffing plan that demonstrates operational hours
- Personnel policies and procedures
- Background checks reports will be 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 Pure 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
- Job description or employee contract that includes duties, authority, responsibilities, qualifications, and supervision
- Documentation of all required trainings
- Documentation of periodic performance evaluations
- Record of any disciplinary actions taken
- Notice of completed Responsible Vendor Training Program and in house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).
- Results of initial background investigation, including CORI reports.

Personnel records shall be kept in a secure and confidential location to maintain confidentiality and only be available to the agent's supervisor or the executive team.

### **Agent Background Checks**

Pursuant to 935 CMR 500.30, all Tastebud Farms agents will comply with all requirements set by Commission for issuance of an Agent Registration Card.

### **Personnel Policies and Training**

As outlined in Tastebud Farms' 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 training will be documented in accordance with 935 CMR 105(9)(d)(2)(d). Tastebud Farms 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 Tastebud Farms 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.

## **Qualifications and Training, Tastebud Farms LCC**

Tastebud Farms is committed to maintaining a safe workplace that is at all times in compliance with the Commission's operating standards. Tastebud Farms shall ensure that hired employees meet the necessary qualifications to work as a marijuana establishment agent and are properly trained to serve in their respective roles.

### **Qualifications:**

Pursuant to 935 CMR 500.030, all marijuana agents shall meet the following criteria laid out by the Commission:

- (a) Be 21 years of age or older;
- (b) Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and
- (c) Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

Upon discovery that any of its agents are not suitable for registration as a marijuana establishment agent, such employees shall be terminated and Tastebud Farms shall notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

### **Training:**

Tastebud Farms shall ensure that all employees are trained in accordance with the requirements set by the Commission under 935 CMR 105(2). These requirements include a minimum of eight (8) hours of training annually that is tailored to the roles and responsibilities of the job function of each Marijuana Establishment Agent. A minimum of four hours of training shall be from Responsible Vendor Training Program courses established under 935 CMR 500.105(2). Agents responsible for tracking and entering product into the Seed-to-sale SOR shall receive training in a form and manner determined by the Commission which will include, at minimum, eight hours of on-going training annually.

Records of staff trainings shall be maintained for four years and made available for inspection on request.

Start here

All individuals connected with Tastebud Farms operation that are involved in the handling or sale of Marijuana, including but not limited to owners, managers, and employees, shall attend and complete the Responsible Vendor Training in accordance with 935 CMR 105(2)(b). Upon

completing the basic training, individuals will be encouraged to take the Advanced Core Curriculum. After designation as a Responsible Vendor, all Tastebud Farms agents and employees involved in the handling or sale of Marijuana shall complete the Responsible Vendor Traininh within ninety (90) days of hire. Once trained, all individuals will complete the annual four (4) hour training requirement.

## **Tastebud Farms' Plan for Record Keeping**

### **General:**

In accordance with 935 CMR 500.105(9), all records shall be available for inspection by the Commission, upon request, and all financial records shall be maintained in accordance with generally accepted accounting principles. In addition to the Written Operating Procedures required by 935 CMR 500.105(1), Inventory Records required by 935 CMR 500.105(8), and Seed-to-sale SOR Electronic Tracking Systems records required by 935 CMR 500.105(8)(e), personnel records will be maintained to comply with requirements of 935 CMR 105(9)(d). Tastebud Farms will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

### **Agent Training Records:**

Tastebud Farms shall maintain records of all required training for Marijuana Agents in compliance with 935 CMR 500.105(2) and shall maintain these records for 12 months and, upon request, shall make these records available to the Commission. These records shall include required trainings, including Marijuana Agent roles and responsibilities, Responsible Vendor Training, and, where applicable, training on Seed-to-Sale SOR.

### **Business Records:**

Business records shall be kept including hard copy (preferably electronic) and electronic and will at minimum include:

- Assets and liabilities
- Money transactions
- Books of accounts, including 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 person have direct or indirect control over Tastebud Farms

### **Closure:**

In the event of Tastebud Farms closure, all records shall be kept, at the expense of Tastebud Farms, for a minimum period of two years and in a form and location acceptable to the Commission.

### **Handling and Testing of Marijuana Records**

The results of all testing will be maintained by Tastebud Farms for a minimum of one (1) year

### **Inventory Records:**

A record of each inventory shall include (at minimum):

- Date of the inventory
- Summary of inventory findings
- Names, signatures, and titles of the individuals that conducted the inventory

### **License Renewal Records**

Tastebud Farms 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.

### **Personnel Records**

For each employee and volunteer position, a job description will be created. Tastebud Farms will also create an organizational chart consistent with the job descriptions created and a staffing plan that outlines accessible business hours and safe cultivation conditions. Background checks reports will be obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).

Personnel records shall be created for each Marijuana Establishment Agent including:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2):
- Documentation of verification of references
- Job description or employee contract that includes duties, authority, responsibilities, qualifications, and supervision
- Documentation of all required trainings
- Documentation of periodic performance evaluations
- Record of any disciplinary actions taken
- Notice of completed Responsible Vendor Training Program and in house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).

All personnel records will be kept for a minimum of 12 months after termination. In addition, a staffing plan will be created that outlines business hours and safe cultivation conditions. Personnel policies and procedures will be developed to include a code of ethics, whistle-blower policy, and the following policy notifying persons with disabilities of their rights (<https://www.mass.gov/service-details/employment-rights-of-people-with-disabilities>).

**Responsible Vendor Training:**

Tastebud Farms shall keep a record of Responsible Vendor Training for a minimum of four years. Such records will be made available for inspection by the Commission and any other applicable licensing authority on request during regular business hours.

**Security Records**

Tastebud Farms will maintain a current list of authorized agents and service personnel that have access to the surveillance room. This list will be available to the Commission upon request. Video cameras will record for 24 hours each day and these recordings shall be available to the Commission upon request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recording for a specified period of time made by the Commission, whichever is longer. If Tastebud Farms is aware of pending criminal, civil, or administrative investigation or legal proceeding for which the recording may contain relevant information, these recordings shall not be destroyed or altered and shall be retained as long as necessary.

**Seed-to-sale Tracking Records:**

Tastebud Farms will comply with all reporting requirements set by the Commission and 935 CMR 105(8)(e). Tastebud Farms will use the seed-to-sale tracking system, Metrc, to ensure the tracking of all marijuana seeds, Clones, plants and Marijuana Product in any stage of development, including damages, expired, or products waiting for disposal, in real time.

**Transportation Records:**

Tastebud Farms shall retain all transportation manifests for, at minimum, one year and shall make these records available to the Commission upon request.

**Vehicle Records (as applicable)**

Records that any and all of Pure's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.

**Visitor Records**

Tastebud Farms will maintain a visitor sign-in and sign-out log for all visitors that enter the premises. 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.

**Written Operating Procedures:**

Tastebud Farms will establish and follow a detailed set of written operating procedures that will be updated on an ongoing basis and reviewed at least annually. These policies and procedures will include but not be limited to the following:

- Security measures in compliance with 935 CMR 500.110

- Employee security policies, including personal safety and crime prevention
- A description of Tastebud Farms hours of operation and after-hours contact information. This information shall be provided to the Commission and made available to Law Enforcement Authorities on request, and updated pursuant to 935 CMR 500.00
- A description of the strains of Marijuana to be cultivated, processed, or sold by Tastebud Farms and the form(s) in which the Marijuana will be sold
- Storage and Waste disposal of Marijuana in compliance with 935 CMR 500.105(11) and (12)
- Price lists for all Marijuana and Marijuana Products and any other available products
- 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
- 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 Pure 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 Tastebud Farms, 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 Tastebud Farms' website.
  - Policies and procedures for the handling of cash on Tastebud Farms 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.

**Waste Disposal Records:**

In accordance with 935 CMR 105.(12)(d), an electronic record will be created and maintained when Marijuana Products or waste is disposed of or handled. Such records will include the date, the type and quantity of disposed or handled product or waste, manner of disposal or other handling, location of disposal or handling, and names and signatures of Tastebud Farms agents present at time of disposal or other handling. These records shall be maintained for at least three years. This period shall be automatically extended for the duration of any disciplinary action and may be extended by an order of the Commission.

### **Tastebud Farms' Plan for Restricting Access to Age 21 and older**

In accordance with 935 CMR 500.105(4), Tastebud Farms will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Tastebud Farms will not engage in any advertising, marketing and branding 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.

Advertising created by Tastebud Farms for public viewing shall include the statement, "Please Consume Responsibly" in a conspicuous manner on the face of the advertisement and shall include a minimum of two of the following warnings in their entirety in a conspicuous manner on the face of the advertisement:

- "This product may cause impairment and may be habit forming"
- "Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of this drug"
- "There may be health risks associated with consumption of this product"
- "For use only by adults age 21 years of age or older. Keep out of reach of children" or
- "Marijuana should not be used by women who are pregnant or breastfeeding."

Pursuant to 935 CMR 500.105(6)(a), Tastebud Farms packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons 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 attractive to minors. Tastebud Farms will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(6)(b). Tastebud Farms'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).

#### **In addition to the procedures and policies above, Tastebud Farms shall ensure:**

- All employees and registered agents must be 21 years of age or older. 935 CMR 500.029 or 500.030.
- All visitors must be 21 years of age or older. 935 CMR 500.002
- All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center. 935 CMR 500.050(5)

### **Quality Control and Testing, Tastebud Farms LLC**

Tastebud Farms shall ensure that prior to sale or otherwise marked use for adult consumption, all Marijuana Product, including Marijuana, shall be tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of Marijuana Products shall 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 Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission. Tastebud Farms shall ensure that Marijuana is tested for 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. Where directed by the Commission, at its discretion, Tastebud Farms shall conduct additional testing to safeguard the public health or public safety.

Tastebud Farms shall have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified by 935 CMR 500.160(1) that includes: notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch and notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon the request of the Commission. The notification shall be both from Tastebud Farms and the Independent Testing Laboratory, separately and directly. Within the notification, Tastebud Farms shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Tastebud Farms maintain records of all testing for no less than one year. Testing results shall be valid for a period of one year. Marijuana and Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold or transferred or otherwise conveyed until retested. All excess Marijuana shall be disposed of in compliance with 935 CMR 500.105(12) either by the Independent Testing Laboratory disposing of it directly or by returning the excess Marijuana to Tastebud Farms for disposal.

All transportation of Marijuana to and from a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(13).

In the event that Tastebud Farms receives notice that Marijuana submitted for testing has failed any test for contaminants, Tastebud Farms shall engage in one of the following steps: reanalyze the Marijuana without remediation, take steps to remediate the identified contaminants, or dispose of the Marijuana. Tastebud Farms shall criteria for reanalysis by a second independent testing laboratory shall or remediation within 935 CMR 500.160(13) or disposal within 935 CMR 500.105(12).

**In addition to the measures listed above, Tastebud Farms shall:**

- Ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
  - Well cured and generally free of seeds and stems;
  - Free of dirt, sand, debris, and other foreign matter;
  - Free of contamination by mold, rot, other fungus, and bacterial diseases;
  - Prepared and handled on food-grade stainless steel tables; and
  - Packaged in a secure area. 935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)
- All Tastebud Farms agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- Any Tastebud Farms agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
  - Maintaining adequate personal cleanliness; and
  - Washing hands appropriately. 935 CMR 500.105(3)
- Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. 935 CMR 500.105(3)
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. 935 CMR 500.105(3)
- Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. t to 935 CMR 500.105(12). 935 CMR 500.105(3)
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. 935 CMR 500.105(3)
- All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. 935 CMR 500.105(3).
- All toxic items shall be identified, held, and stored in a manner that protects against
- contamination of marijuana. 935 CMR 500.105(3)
- Water supply shall be sufficient for necessary operations. 935 CMR 500.105(3)
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. 935 CMR 500.105(3)
- The establishment shall provide its employees with adequate, readily accessible toilet

facilities. 935 CMR 500.105(3)

- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. 935 CMR 500.105(3)

## **Tastebud Farms LLC**

### **Diversity Plan**

#### **Statement of Purpose:**

As a small, locally owned business, our executive team of Tastebud Farms does not anticipate the need to hire additional employees at the start of operations. Once the need for additional staff is required, Tastebud Farms is committed to prioritizing Lowell residents while fostering a diverse culture and pledges to promote equity among its employees, including minorities, women, veterans, people with disabilities and members of LGBTQIA+. Tastebud Farms will make every effort to employ and advance employment in qualified and diverse people within all levels of the company.

Tastebud Farms acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

#### **Goal 1:** Tastebud Farms shall hire the following:

- 50% Minorities/People of color, particularly Black, African American, Latinx and Indigenous people
- 20% Women
- 10% Veterans
- 10% persons with disabilities, and
- 10% LGBTQ+

**Program:** Prior to hiring, Tastebud Farms shall advertise daily in the Lowell Sun for at least two weeks stating that Tastebud Farms is specifically looking to hire diverse individuals (minorities, women, people identifying as LGBTQ+, veterans and persons with disabilities) and will seek to retain and advance those employees within Tastebud Farms.

**Timeline:** Tastebud Farms will count the number of individuals hired who are diverse individuals (minorities, women, people identifying as LGBTQ+, veterans and persons with disabilities) annually. This number will be assessed from the total number of individuals hired to ensure that we have met the percentage goals of diversity listed above. Progress or success of this goal must be documented upon renewal, one year from provisional license, and each year thereafter.

**Goal 2:** In addition to hiring a diverse staff, Tastebud Farms is committed to building the skill and capacity of staff so that they are ready for promotion within the company as those opportunities arise. Tastebud Farms is committed to hiring diverse internal candidates targeting 50% of our employment with diverse candidates coming from the subgroups below and promotional goals further defined for each diverse group.

- 15% - Minorities/People of color, particularly Black, African American, Latinx and Indigenous people
- 15% Women
- 10% Veterans
- 5% Persons with disabilities, and
- 5 % LGBTQ+

**Program:** Upon hiring, as part of the intake process, newly hired staff will complete a skills inventory and will be asked to state their long term goals within the company. At least once a year, staff will be provided written feedback with regard to their performance. During this evaluation process, staff will revisit employee's long-term goals and indicate progress towards achieving them and barriers that exist.

**Timeline:** On a quarterly and annual basis, Tastebud Farms will complete an internal audit to ensure that all new employees completed the intake process, including a skills checklist and long term planning review, and that this process is being reviewed annually with employees as part of their annual written evaluation. On an annual basis, Tastebud Farms will also review hiring data and document the number of employees promoted internally in comparison to the number of open positions with the option of internal promotion with the goal of at least 50% of hiring being internal, diverse candidates. Progress or success of this goal must be documented upon renewal, one year from provisional license, and each year thereafter.

**Acknowledgement:** Tastebud Farms acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC respectively.

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