



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282378
Original Issued Date: 02/18/2022
Issued Date: 02/18/2022
Expiration Date: 02/18/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: THE GRATEFUL MIND, LLC

Phone Number: 508-579-4464
Email Address: jasonrobicheau@netscape.net

Business Address 1: 15 BANK STREET
Business City: WELLFLEET Business State: MA Business Zip Code: 02667
Business Address 2:
Mailing Address 1: 15 BANK STREET
Mailing City: WELLFLEET Mailing State: MA Mailing Zip Code: 02667
Mailing Address 2:

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: 50 Percentage Of Control: 50
Role: Owner / Partner Other Role:

First Name: Jason	Last Name: Robicheau	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 2

Percentage Of Ownership: 50	Percentage Of Control: 50
Role: Owner / Partner	Other Role:
First Name: Richard	Last Name: Robicheau 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

Close Associates or Member 1

First Name: Jason	Last Name: Robicheau	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: 50% membership interest in and manager of limited liability company applicant.		

Close Associates or Member 2

First Name: Richard	Last Name: Robicheau	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: 50% membership interest in limited liability company applicant. Also lender lending money to applicant entity for initial capital requirements.		

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Richard	Last Name: Robicheau	Suffix:	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$200000	Percentage of Initial Capital: 100
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

Establishment Address 1: 15 Bank Street	
Establishment Address 2:	
Establishment City: Wellfleet	Establishment Zip Code: 02667
Approximate square footage of the establishment: 676	How many abutters does this property have?: 16

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Grateful Mind Signed HCA Certification.pdf	pdf	5e14ce48fe65bd57507038ab	01/07/2020
Community Outreach Meeting Documentation	Grateful Mind Community Outreach Attestation.pdf	pdf	5e14ce670557385733b43748	01/07/2020
Plan to Remain Compliant with Local Zoning	Grateful Mind Zoning Compliance Plan.pdf	pdf	5e14ce86541f65570b94900f	01/07/2020

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
Other	Acceptance of Charitable Contributions LTR.pdf	pdf	615d89604c206f685c09af7b	10/06/2021
Other	Acceptance of Volunteer Hours.pdf	pdf	615d8aa8734f4a69091d019e	10/06/2021
Plan for Positive Impact	TGM Plan to Positively Impact.v.10.18.21.1.pdf	pdf	616db3f9ff5a8a691f85c12a	10/18/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Jason

Last Name: Robicheau Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: Richard

Last Name: Robicheau Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Articles of Organization	Grateful Mind Certificate of Organization.pdf	pdf	5e14d2f238f8ab571d6e436d	01/07/2020
Secretary of Commonwealth - Certificate of Good Standing	Grateful Mind SOC Good Standing Cert.pdf	pdf	5e5ec919d21b9346780e0d11	03/03/2020
Department of Revenue - Certificate of Good standing	Grateful Mind DOR Certificate of Good Standing.pdf	pdf	5e5ec92673b705467fec92b6	03/03/2020
Bylaws	Grateful Mind Operating Agreement.pdf	pdf	5e5ecb15c51b0d43fad1ca60	03/03/2020
Secretary of Commonwealth - Certificate of Good Standing	Certificate of compliance from Unemployment.pdf	pdf	609163f309011007a03d05a3	05/04/2021

No documents uploaded

Massachusetts Business Identification Number: 001367638

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Grateful Mind Business Plan.pdf	pdf	5e5ecd0c5a27c34431d182d2	03/03/2020
Plan for Liability Insurance	Grateful Mind Plan for Obtaining Insurance.pdf	pdf	5f60cfafa0ca7e1950fb463d	09/15/2020
Proposed Timeline	Timeline.pdf	pdf	60915a048f80610756a11984	05/04/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Grateful Mind Policies and Procedures to Prevent Diversion.pdf	pdf	5f60ee7236b97e196a37a15d	09/15/2020
Plan for obtaining marijuana or marijuana products	Grateful Mind Plan for Obtaining Products.pdf	pdf	5fb8073c75aac308359af400	11/20/2020
Dispensing procedures	Dispensing procedures.pdf	pdf	60915e61e54b280786baffea	05/04/2021
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	60915f938f80610756a119cf	05/04/2021
Inventory procedures	Inventory procedures.pdf	pdf	60915ffad91389075ed38c25	05/04/2021
Maintaining of financial records	Maintaining of financial records.pdf	pdf	609160458ecb05074fe69883	05/04/2021
Personnel policies including background checks	Personnel policies including background checks.pdf	pdf	60916099e067a90777b4f587	05/04/2021
Qualifications and training	Qualifications and training.pdf	pdf	609160e38ecb05074fe6988b	05/04/2021
Quality control and testing	Quality control and testing.pdf	pdf	6091611468436d078d6b1f9a	05/04/2021
Record Keeping procedures	Record Keeping procedures.pdf	pdf	60916145247e180786c951d7	05/04/2021
Restricting Access to age 21 and older	Restricting Access to age 21 and older.pdf	pdf	6091617168436d078d6b1fa6	05/04/2021
Security plan	Security plan.pdf	pdf	609161a5247e180786c951e3	05/04/2021

Storage of marijuana	Storage.pdf	pdf	609161d785675207abc7960f	05/04/2021
Transportation of marijuana	Transportation of marijuana.pdf	pdf	6091620709011007a03d0587	05/04/2021
Diversity plan	TGM Diversity Plan.v.10.18.21.1.pdf	pdf	616db43453eb05681e9d349b	10/18/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Host Community Agreement Certification Form

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

Applicant

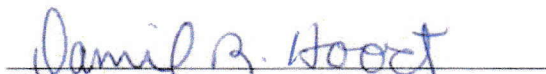
I, JASON ROBICHEAU, (*insert name*) certify as an authorized representative of The Grateful Mind, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with the Town of Wellfleet (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on April 9, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Daniel Hoort, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Wellfleet (*insert name of host community*) to certify that the applicant and the Town of Wellfleet (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 9, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, JASON H. ROBICHEAU, (*insert name*) attest as an authorized representative of THE GRATEFUL MIND, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on December 4, 2018 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on November 26, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on November 26, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on November 26, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).
5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment 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 Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Initials of Attester.



Monday, November 26, 2018

CAPECODCLAS



Check Your Knowledge

1. Fred Astaire and Ginger Rogers dance their cares away in "Top Hat." Who wrote the musical score for the movie?
2. Identify the "she" in this nursery rhyme: "She went to the tailor's / To buy him a coat / But when she came back / He was riding a goat."
3. What television Western introduced Steve McQueen?
4. Whose likeness is on the \$2 bill?
5. Among whose works are the Brandenburg Concertos?
6. What is the largest flying bird?
7. What is the only one of the Seven Wonders of the Ancient World still in existence?
8. What is a male duck called?
9. For what political office was Abraham Lincoln running when he had a series of debates with Stephen Douglas in 1858?
10. "In your heart you know he's right" was a campaign slogan for what presidential candidate, and in what year?

Answers appear further into
This Classified Section

Legals

ATTENTION LEGAL ADVERTISERS

The Cape Cod Times is now accepting legal ads via e-mail

classified@capecodonline.com

All e-mails must be sent as a plain text document only...

(.txt extension)

All ads require prepayment unless a billable account has been approved prior to publication. The deadline for all legals are 3 working days prior to publication at 3PM. For any further legal inquiries call (508) 862-1218 Monday - Friday, 8:30AM-4:30PM

For your convenience, the Cape Cod Times accepts Visa, MasterCard, American Express & Discover.

Commonwealth of
Massachusetts
The Trial Court
Probate and Family Court
Barnstable Probate and
Family Court
3195 Main Street
PO Box 346
Barnstable, MA 02630
(508) 375-6710

CITATION ON PETITION FOR
FORMAL ADJUDICATION
Docket No. BA18P1610EA
Estate of:
Janice M. Gulotta

Date of Death: 07/01/2018

To all interested persons:
A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Joanna Arnone of Franklin TN requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: Joanna Arnone of Franklin TN be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in an unsupervised administration.

IMPORTANT NOTICE

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your

Legals

Commonwealth
of Massachusetts
The Trial Court

Probate and Family Court
Barnstable Division
INFORMAL PROBATE
PUBLICATION NOTICE
Docket No. BA18P1664EA

Estate of:
Mervin C Hardwick, Jr.
Date of Death:

September 15, 2018

To all persons interested in the above captioned estate, by Petition of Petitioner Debra A. Memmartino of Sandwich MA

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

11/26/18

Commonwealth
of Massachusetts
The Trial Court
Probate and Family Court
Barnstable Probate and
Family Court
3195 Main Street
P.O. Box 346
Barnstable, MA 02630

DIVORCE SUMMONS BY
PUBLICATION AND MAILING
Docket No. BA18D0696DR
Josefita C Ximines
vs.
Shanisha M Ximines

To the Defendant:
The Plaintiff has filed a Complaint for Divorce requesting that the Court grant a divorce for Irretrievable Breakdown.

The Complaint is on file at the Court.

Legals

Legals

General

NOTICE OF PUBLIC MEETING

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

Date: Tuesday, December 4, 2018
Time: 6:00 pm
Location: Wellfleet Senior Center
715 Old Kings Highway
Wellfleet, MA 02667

The proposed adult use Retail Marijuana Establishment is anticipated to be located at:

15 Bank Street, Wellfleet, MA 02667

There will be an opportunity for the public to ask questions.
11/26/18

SAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Kathleen S. Bacon and Paul T. Bacon to National City Mortgage a division of National City Bank, dated March 26, 2007 and recorded in Barnstable County Registry of Deeds in Book 21887, Page 178 (the "Mortgage") of which mortgage Wilmington Trust, National Association, not in its individual capacity, but solely as trustee for MFRA Trust 2014-2 is the present holder by assignment from National City Mortgage, a Division of National City Bank to National City Mortgage Co., a subsidiary of National City Bank dated June 6, 2007 recorded in Barnstable County Registry of Deeds in Book 22146, Page 313; assignment from PNC Bank, National Association, successor by merger to National City Bank, successor by merger to National City Mortgage Co. to Bank of America, National Association dated February 11, 2016 recorded in Barnstable County Registry of Deeds in Book 29458, Page 116 and assignment from Bank of America, N.A. to Wilmington Trust, National Association, not in its individual capacity, but solely as trustee for MFRA Trust 2014-2 dated September 9, 2016 recorded in Barnstable County Registry of Deeds in Book 29997, Page 341, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 350 Edgewater Drive East, aka 350 Edgewater Drive, East Falmouth (Falmouth), MA 02536 will be sold at a Public Auction at 12:00 PM on December 28, 2018, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

A certain parcel of land situated in Falmouth (East), Barnstable County, Massachusetts, together with the buildings thereon, described as follows:

Being shown as Lot #40 in the Yacht Club Section on a plan entitled "Seacoast Shores, Yacht Club Section" dated April 15, 1947, by Frederick C. Hahn, Surveyor, recorded with Barnstable County Registry of Deeds, Plan Book 78, Page 11, bounded and described as follows:

NORTH-WESTERLY by Edgewater Drive East as shown on said plan one hundred (100) feet;

NORTHEASTERLY by a right of way as shown on said plan seventy-five (75) feet;

SOUTHEASTERLY by said right of way as shown on said plan;

NORTHEASTERLY again by said right of way as shown on said plan fifty (50) feet more or less;

SOUTHEASTERLY by Eel Pond on a curve line as shown on said plan one hundred feet more or less;

SOUTHWESTERLY by Lot #11 as shown on said plan one hundred fifty (150) feet more or less.

Conveyance subject to and with all the benefits of all rights, restrictions, reservations, rights of way, easements, appurtenances and other matters of record, insofar as the same are still in force and applicable.

For mortgagor's title see deed recorded with the Barnstable County Registry of Deeds in Book 20778, Page 270.

The property will be sold subject to the redemption rights in favor of the Internal Revenue Service by virtue of the tax lien(s) recorded in Barnstable County Registry of Deeds in Book 26623, Page 256.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cash, cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

Wilmington Trust, National Association, not in its individual

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CREEDON & EARLY, P.A.

ATTORNEYS AT LAW

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

1436 IYANNOUGH ROAD, SUITE 1
HYANNIS, MASSACHUSETTS 02601

(508) 362-6969

FAX (508) 362-6991

dcreedon@creedonearly.com

DANIEL M. CREEDON, III, P.C.

SEAN P. EARLY, P.C.

Nov. 26, 2018

FILED IN-HAND

PLANNING BOARD
TOWN OF WELLFLEET

**Re: Notice of Community Outreach Meeting
for Proposed Retail Marijuana Establishment
at 15 Bank Street, Wellfleet, MA**

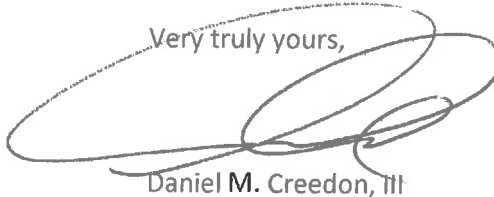
Dear Sir/Madam:

Please be advised that a **Community Outreach Meeting** to discuss the above-referenced proposal will be conducted in accordance with the enclosed Notice of Public Meeting on **Tuesday, Dec. 4, 2018 at 6:00 p.m. at the Wellfleet Senior Center located at 715 Old Kings Highway, Wellfleet MA.** You are invited to attend this meeting and ask questions.

As required by applicable regulation, a copy of the legal notice of such meeting as published in the Cape Cod Times on this date is enclosed herewith.

Thank you for your kind attention to this matter.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'Daniel M. Creedon, III', written over a horizontal line.

Daniel M. Creedon, III

Enclosures

CREEDON & EARLY, P.A.

ATTORNEYS AT LAW

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

1436 IYANNOUGH ROAD, SUITE 1

HYANNIS, MASSACHUSETTS 02601

(508) 362-6969

FAX (508) 362-6991

dcreedon@creedonearly.com

DANIEL M. CREEDON, III, P.C.

SEAN P. EARLY, P.C.

Nov. 26, 2018

FILED IN-HAND

BOARD OF SELECTMEN
TOWN OF WELFLEET

**Re: Notice of Community Outreach Meeting
for Proposed Retail Marijuana Establishment
at 15 Bank Street, Wellfleet, MA**

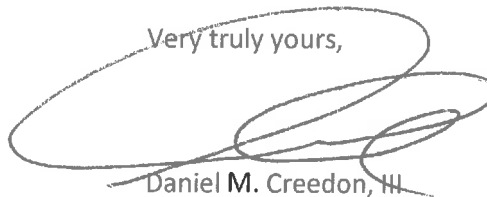
Dear Sir/Madam:

Please be advised that a **Community Outreach Meeting** to discuss the above-referenced proposal will be conducted in accordance with the enclosed Notice of Public Meeting on **Tuesday, Dec. 4, 2018 at 6:00 p.m. at the Wellfleet Senior Center located at 715 Old Kings Highway, Wellfleet MA**. You are invited to attend this meeting and ask questions.

As required by applicable regulation, a copy of the legal notice of such meeting as published in the Cape Cod Times on this date is enclosed herewith.

Thank you for your kind attention to this matter.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Daniel M. Creedon, III', is written over a large, loopy circular flourish.

Daniel M. Creedon, III

Enclosures

CREEDON & EARLY, P.A.

ATTORNEYS AT LAW

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

1436 IYANNOUGH ROAD, SUITE 1

HYANNIS, MASSACHUSETTS 02601

(508) 362-6969

FAX (508) 362-6991

dcreedon@creedonearly.com

DANIEL M. CREEDON, III, P.C.

SEAN P. EARLY, P.C.

Nov. 26, 2018

[REDACTED]

**Re: Notice of Community Outreach Meeting
for Proposed Retail Marijuana Establishment
at 15 Bank Street, Wellfleet, MA**

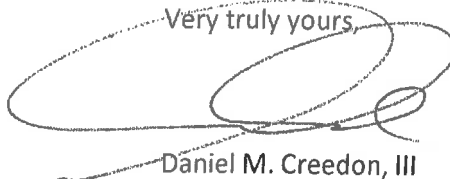
Dear Sir/Madam:

You are an owner of certain real property in the proximity of the above-referenced premises at which a Retail Marijuana Establishment is being proposed, and therefore considered to be an abutter thereto and entitled to notice of the above-referenced meeting. Please be advised that a **Community Outreach Meeting** to discuss this proposal will be conducted in accordance with the enclosed Notice of Public Meeting on **Tuesday, Dec. 4, 2018 at 6:00 p.m. at the Wellfleet Senior Center located at 715 Old Kings Highway, Wellfleet MA**. You are invited to attend this meeting and ask questions.

As required by applicable regulation, a copy of the legal notice of such meeting as published in the Cape Cod Times on this date is enclosed herewith.

Thank you for your kind attention to this matter.

Very truly yours,


Daniel M. Creedon, III

Enclosures

The Grateful Mind, LLC

Adult Use Marijuana Retail Establishment (RME)

Plan to Remain Compliant With Local Zoning

The Grateful Mind, LLC ("The Grateful Mind") is proposed to be located in a small shop in an existing building located at 15 Bank Street in the Town of Wellfleet, a small town located on lower Cape Cod with a population of approximately 2,750 year round residents according to the 2010 census. If its license is approved, The Grateful Mind will be a small, family-owned and operated Adult Use Marijuana Retail Establishment (RME) at that location. The town has not developed a specific zoning by-law applicable to adult use retail marijuana establishments (RME), and, as a result, such uses are permitted throughout the town in locations zoned for retail sales or in locations otherwise previously permitted for such use. 15 Bank Street is located in the CD Central Zoning District. Retail is allowed in the CD by special permit. Since there will be no change in use under the zoning by-law from the existing prior use, the town will not require the applicant to obtain a special permit. Also, as recited in the Host Community Agreement with the Town of Wellfleet, The Grateful Mind will prohibit on-site social consumption of adult use marijuana and marijuana products, unless and until it is licensed to do so and a new Host Community Agreement is reached with the Town permitting such consumption.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

The Grateful Mind, LLC (“TGM”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, TGM has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact Lowell and other areas of disproportionate impact that TGM’s employees may find compelling.

TGM has identified The Megan House Foundation, Inc. (“MHF”) in Lowell, Massachusetts to provide charitable contributions, and has offered to provide volunteer hours to MHF, and they have accepted when COVID restrictions are lifted to engage with us in providing these volunteer hours.

But as importantly as MHF, we want our employees to feel connected to the place in which they provide hours of service, even though we are paying them for such hours of service. Therefore, we will request that our employees bring to us additional places where they will provide hours of service.

Goals

In order for Grateful Mind to positively impact areas of disproportionate impact, The Grateful Mind has established the following goals:

1. Contribute financially to The Megan House Foundation, Inc. (“MHF”) in Lowell, Massachusetts.
2. Provide service to charitable organization in areas of disproportionate impact throughout Massachusetts. We will encourage 100% of our employees to take advantage of the opportunity to provide service to charitable organizations in areas of disproportionate while being paid by TGM.

Programs

Grateful Mind has developed specific programs to effectuate its stated goals to positively impact the greater Boston area. Such programs will include the following:

1. Donate \$2,500 annually following Provisional Licensure, and then increase it to \$5000.00 annually after first sale, to MHF.
2. Provide 2 paid days per year for employees to volunteer at MHF, or other charitable organization that the employee feels compelled to provide such assistance. TGM will ascertain ahead of time at each of those additional organizations whether they are willing to accept such participation from TGM’s employees. We will encourage 100% of our

employees to take advantage of the opportunity to provide service to charitable organizations in areas of disproportionate while being paid by TGM.

Measurements

We will ask MHF how our contributions may have helped and record their responses. We will conduct annual internal surveys of employees and track where and how much time they spent volunteering with various organizations that they find fulfilling in areas of disproportionate impact.

The TGM CCC Compliance Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure TGM continues to meet its commitments.

We will maintain a record of employee name, location volunteered, hours spent volunteering, and task(s) performed when performing such volunteering.

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

Acknowledgements

- As identified above, TGM intends to donate to MHF and acknowledges that MHF has been contacted and will receive the donation described herein.
- TGM will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by TGM will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



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: 0013676381. The exact name of the limited liability company is: THE GRATEFUL MIND, LLC

2a. Location of its principal office:

No. and Street: 15 BANK STREET
City or Town: WELLFLEET State: MA Zip: 02667 Country: USA

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

No. and Street: 15 BANK STREET
City or Town: WELLFLEET State: MA Zip: 02667 Country: USA

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

ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JASON ROBICHEAU
No. and Street: 15 BANK STREET
City or Town: WELLFLEET State: MA Zip: 02667 Country: USA

I, JASON ROBICHEAU 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	JASON ROBICHEAU	15 BANK STREET WELLFLEET, MA 02667 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	DANIEL M CREEDON III	1436 IYANNOUGH ROAD

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JASON ROBICHEAU	15 BANK STREET WELLFLEET, MA 02667 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of February, 2019,
DANIEL M. CREEDON, III

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

THE COMMONWEALTH OF MASSACHUSETTS

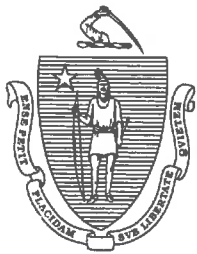
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

February 07, 2019 03:39 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



William Francis Galvin
Secretary of the
Commonwealth

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

January 7, 2020

TO WHOM IT MAY CONCERN:

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

THE GRATEFUL MIND, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 7, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **JASON ROBICHEAU**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JASON ROBICHEAU, DANIEL M CREEDON III**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JASON ROBICHEAU**



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



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THE GRATEFUL MIND, LLC
15 BANK ST
WELLFLEET MA 02667-7443

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, THE GRATEFUL MIND, 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, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

THE GRATEFUL MIND, LLC OPERATING AGREEMENT

This Operating Agreement (this "Agreement") is entered into this 2nd day of January, 2020, by and among Jason H. Robicheau and Richard Robicheau as Members (each such person being individually referred to as a "MEMBER" and collectively as the "MEMBERS"), and Jason H. Robicheau, as Manager (the "MANAGER").

WHEREAS, the parties have agreed to organize and operate the Company as a limited liability company under the Massachusetts Limited Liability Company Act, M.G.L. c. 156C as amended from time to time, (the "Act"), in accordance with the terms and subject to the conditions set forth in this Agreement.

WHEREAS the Members wish to set forth the terms that will govern their business venture known as **THE GRATEFUL MIND, LLC** (the "LLC") which was formed as a limited liability company under Chapter 156C of the Massachusetts General Laws by filing a Certificate of Organization in the office of the Secretary of the Commonwealth of Massachusetts on Feb. 7, 2019 ("the CERTIFICATE") under the provisions herein and that this Agreement will hereafter become the Operating Agreement of the LLC; and

WHEREAS, the MANAGER and the MEMBERS wish to set out fully their respective rights, obligations and duties with respect to the LLC and its assets;

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

ARTICLE I Organization and Powers

1.01 Organization. The MANAGER has filed the CERTIFICATE and such other documents as are appropriate to comply with the applicable requirements for the operation of a limited liability company in accordance with the laws of any jurisdictions in which the LLC shall conduct business and shall continue to do so as long as the LLC conducts business therein in compliance with the laws of such jurisdiction. By the Approval of the MANAGER, the LLC may establish places of business within and without the Commonwealth of Massachusetts, as and when required by its business and in furtherance of its purposes set forth in Section 1.02 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. By the Approval of the MANAGER, the LLC may from time to time change its name, its resident agent for service of process, the location of its registered office and/or any other matter described in the CERTIFICATE.

1.02 Powers. Subject to all other provisions of this Agreement, in furtherance of the conduct of the business described in the CERTIFICATE, the LLC is hereby authorized:

(a) To enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including operating agreements of limited liability companies, whether as a MEMBER or MANAGER, contracts with Affiliated Persons, and

including guarantees and joint venture, limited and general partnership agreements and contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens.

(b) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges, or other liens.

(c) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC.

(d) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts.

(e) To take any other action not prohibited under the Act or other applicable law.

1.03 *Designation of MANAGER.* RALPH CROSSEN and SUSAN D. DROPO are hereby designated as the MANAGER of the LLC. Any Person may be designated as a MANAGER at any time by the then MANAGER. No MANAGER may resign from, retire from, abandon or otherwise terminate his, her or its status as a COMANAGER except by the Approval of the MEMBERS.

1.04 *Investment Representations.* Each MEMBER, by execution of this Agreement or an amendment hereto reflecting such MEMBER'S admission to the LLC, hereby represents and warrants to the LLC as follows:

(a) It is acquiring an interest in the LLC for its own account for investment only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act of 1933, as amended (the "Securities Act"), or any regulation thereunder.

(b) It understands that (i) the interest in the LLC it is acquiring has not been registered under the Securities Act or applicable state securities laws and cannot be resold unless subsequently registered under the Securities Act and such laws or unless an exemption from such registration is available; (ii) such registration under the Securities Act and such laws is unlikely at any time in the future, and neither the LLC nor the MEMBERS are obligated to file a registration statement under the Securities Act or such laws; and (iii) the assignment, sale, transfer exchange or other disposition of the interests in the LLC is restricted in accordance with the terms of this Agreement.

(c) It has had such opportunity as it has deemed adequate to ask questions of and receive answers from representatives of the LLC concerning the LLC, and to obtain from representatives of the LLC such information the LLC possesses, or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of an investment in the LLC.

(d) It has, either alone or with its professional advisors, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in investing in the LLC and to make an informed investment decision with respect to such investment.

(e) It can afford a complete loss of the value of its investment in the LLC and is able to bear the economic risk of holding such investment for an indefinite period.

(f) If it is an entity, (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has fully organizational power to execute and deliver this Agreement and to perform its obligations hereunder; (iii) its execution, delivery and performance of this Agreement has been authorized by all requisite action on behalf of the entity; and (iv) it has duly executed and delivered this Agreement.

ARTICLE II Capital Contributions and Liability of MEMBERS

2.01 Capital Accounts. A separate Capital Account shall be maintained for each MEMBER, including any MEMBER who shall hereafter acquire an interest in the LLC.

2.02 Capital Contributions.

(a) On the date of this Agreement, each of the MEMBERS has made a Capital Contribution to the LLC as set forth opposite his, her or its name in Schedule A.

(b) Except as set forth in Article III, no MEMBER or MANAGER shall be entitled, obligated or required to make any Capital Contribution in addition to his, her or its Capital Contribution made under section 2.02(a), or any loan, to the LLC. No loan made to the LLC by any MEMBER or MANAGER shall constitute a Capital Contribution to the LLC for any purpose.

2.03 No Withdrawal of or Interest on Capital. No MEMBER shall have the right to resign and receive any distribution from the LLC as a result of such resignation, and no MEMBER shall have the right to receive the return of all or any part of his, her or its Capital Contribution or Capital Account, or any other distribution, except as provided in Section 7.05(b). No MEMBER shall have any right to demand and receive property of the LLC in exchange for all or any portion of his, her or its Capital Contribution or Capital Account, except as provided in Section 7.05(b) upon liquidation and dissolution of the LLC. No interest shall accrue or be paid on any Capital Contribution or Capital Account, except pursuant to Sections 3.01 and 5.01.

2.04 MANAGER as MEMBER. A MANAGER may hold an interest in the LLC as a MEMBER.

2.05 Liability of MEMBERS. No MEMBER, in his, her or its capacity as a MEMBER, shall have any liability to restore any negative balance in his, her or its Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the Act or other applicable law. In no event shall any MEMBER, in his, her or its capacity as a MEMBER, be personally liable for any liabilities or obligations of the LLC except if required by the mortgage lender.

ARTICLE III Additional Capital

3.01 Funding Capital Requirements.

(a) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the LLC may borrow funds from such lenders, including a MANAGER and MEMBERS, and on such terms and conditions as are approved by the MANAGER with the consent of the MEMBERS.

(b) No MEMBER or MANAGER shall be obligated to make any Capital Contributions or loans to the LLC, or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

3.02 Third Party Liabilities. The provisions of Article III are not intended to be for the benefit of any creditor or other Person (other than a MEMBER in his, her or its capacity as a MEMBER) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the MEMBERS. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any MEMBER.

ARTICLE IV Distributions; Profits and Losses

4.01 Distribution of LLC Funds. Except as provided in Section 4.02, Section 4.07 and Section 4.08, all funds received by the LLC, which are determined by the MANAGER to be available for distribution, shall be distributed to the MEMBERS as follows: to the MEMBERS according to their Percentage Interests set forth opposite his, her or its name in Schedule A.

4.02 Distribution Upon Dissolution. Proceeds from a Terminating Capital Transaction and amounts available upon dissolution, and after payment of, or adequate provision for, the debts and obligations of the LLC, and liquidation of any remaining assets of the LLC, shall be distributed and applied in the following priority:

(i) *First*, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by the MANAGER provided that, upon the expiration of such period of time as the MANAGER shall deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth in this Section 4.02; and

(ii) *Second*, Available cash proceeds after dissolution will be distributed to the MEMBERS according to their Percentage Interests set forth opposite his, her or its name in Schedule A.

4.03 Distribution of Assets in Kind. No MEMBER shall have the right to require any

distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the MANAGER. Any MEMBER entitled to any interest in such assets shall, unless otherwise determined by the MANAGER, receive separate assets of the LLC and not an interest as tenant-in-common, with other MEMBERS so entitled, in each asset being distributed.

4.04 Allocation of Profits and Losses.

(a) Profits shall be allocated in the following order and priority:

(i) *First*, to the extent Losses have previously been allocated pursuant to clauses (ii) or (iii) of Section 4.04(b) for any prior period, Profits shall be allocated to the MEMBERS first to offset any Losses allocated pursuant to said clause (iii) of Section 4.04(b), and then to offset any Losses allocated pursuant to said clause (ii) of Section 4.04(b), (in each case pro rata among the MEMBERS in proportion to their shares of the Losses to be offset under such clause), and to the extent any allocations of Losses are offset pursuant to this clause *First*, such allocations of Losses shall be disregarded for purposes of computing subsequent allocations pursuant to this clause *First*; and

(ii) *Second*, any remaining Profits shall be allocated among the MEMBERS in proportion to their respective Percentage Interests set forth opposite his, her or its name in Schedule A.

(b) Losses shall be allocated in the following order and priority:

(i) *First*, to the extent Profits have previously been allocated pursuant to clause (ii) of Section 4.04(a) for any prior period, Losses shall be allocated to the first to offset any Profits allocated pursuant to said clause (ii) of Section 4.04(a), (in each case pro rata among the MEMBERS in proportion to their shares of the Profits to be offset under such clause), and to the extent any allocations of Profits are offset pursuant to this clause *First*, such allocations of Profits shall be disregarded for purposes of computing subsequent allocations pursuant to this clause *First*;

(ii) *Second*, Losses shall be allocated among the MEMBERS in proportion to the respective amounts of their capital contributions until the cumulative Losses allocated pursuant to this clause (ii) of Section 4.04(b) are equal to the aggregate amount of all such capital contributions; and

(iii) *Third*, any remaining Losses shall be allocated among the MEMBERS in proportion to their respective Percentage Interests,

4.05 Tax Allocations and Book Allocations. Except as otherwise provided in this Section 4.05, for federal income tax purposes, each item of income, gain, loss and deduction shall, to the extent appropriate, be allocated among the MEMBERS in the same manner as its correlative item of "book" income, gain, loss or deduction has been allocated pursuant to the other provisions of this Article IV.

In accordance with Code Section 704(c) and the Regulations thereunder, depreciation, amortization, gain and loss, as determined for tax purposes, with respect to any property whose Book Value differs from its adjusted basis for federal income tax purposes shall, for tax purposes, be allocated among the MEMBERS so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its Book Value, such allocation to be made by the MANAGER in any manner which is permissible under said Code Section 704(c) and the Regulations thereunder and the Regulations under Code Section 704(b).

In the event the Book Value of any property of the LLC is subsequently adjusted, subsequent allocations of income, gain, loss and deduction with respect to any such property shall take into account any variation between the adjusted basis of such assets for federal income tax purposes and its Book Value in the manner provided under Section 704(c) of the Code and the Regulations thereunder.

Allocations pursuant to this Section 4.05 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any MEMBER'S Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

4.06 General Allocation and Distribution Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the MANAGER using any permissible method under Code Section 706 and the Regulations thereunder. Except as otherwise provided in this Agreement, all items of income, gain, loss, and deduction shall be allocable among the MEMBERS in the same proportions as the profits or Losses for the fiscal year in which such item is included is allocated.

(b) Upon the admission of a new MEMBER or the Transfer of an interest, the new and old MEMBERS or the transferor and transferee shall be allocated shares of Profits and Losses and other allocations and shall receive distributions, if any, based on the portion of the fiscal year that the new or transferred LLC interest was held by the new and old MEMBERS, or the transferor, and transferee, respectively. For the purpose of allocating Profits and Losses and other allocations and distributions, (i) such admission or Transfer shall be deemed to have occurred on the first day of the month in which it occurs, or if such date shall not be permitted for allocation purposes under the Code or the Regulations, on the nearest date otherwise permitted under the Code or the Regulations, and (ii) if required by the Code or the Regulations, the LLC shall close its books on an interim basis on the last day of the previous calendar month.

4.07 Tax Withholding. If the LLC incurs a withholding tax obligation with respect to the share of income allocated to any MEMBER, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such MEMBER and (ii) 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 (b) any amount which is so paid over by the LLC, but which exceeds the amount, if any, 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 4.07 shall be repaid by such MEMBER to the LLC within 30 days after the MANAGER, acting by Approval, give 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 LLC shall collect any unpaid amounts from any LLC distributions that would otherwise be made to such MEMBER.

4.08 Distributions to Cover MEMBERS' Tax Liability. The MANAGER shall, at a minimum, distribute to MEMBERS amounts intended to cover the potential federal, state or local tax obligations of such MEMBERS on account of the cumulative allocation to them of taxable income in excess of tax losses pursuant to this Agreement. For purposes of the foregoing, such federal, state and local tax obligations of each MEMBER shall be assumed to equal the highest effective combined federal and state income tax rate applicable to any MEMBER multiplied by each MEMBER'S Percentage Interest multiplied by the cumulative allocation to all MEMBERS of taxable income in excess of tax losses determined as described in the definition of Profits and Losses without the adjustments listed therein, with the result reduced by the cumulative amount previously distributed pursuant to this Section 4.08. Partial distributions made to the MEMBERS pursuant to this Section 4.08 shall be made in proportion to their respective amounts calculated under the previous sentence. For purposes of applying Section 4.08 to subsequent distributions to the MEMBERS, distributions made pursuant to this Section 4.08 shall be disregarded and shall not be deemed to have been made pursuant to Section 4.01.

ARTICLE V Management

5.01 Management of the LLC. The overall management and control of the business and affairs of the LLC shall be vested in the MANAGER. All management and other responsibilities not specifically reserved to the MEMBERS in this Agreement shall be vested in the MANAGER. Each MANAGER shall devote, and shall cause its officers and directors, if any, to devote, such time to the affairs of the LLC as is reasonably necessary for performance by the MANAGER of his, her or its duties, provided such Persons shall not be required to devote full time to such affairs. Subject to the terms of this Agreement, the MANAGER shall have the right and power to manage, operate, and control the LLC, to do all things necessary or appropriate to carry on the business and purposes of the LLC, including without limitation the right:

(a) to manage the business of the LLC, including through Persons employed by the LLC for such purpose;

(b) to execute, deliver, make, modify or amend such documents and instruments, in the name of the LLC, as the MANAGER may deem necessary or desirable in connection with the management of the business of the LLC or for other purposes of the LLC;

(c) to perform or cause to be performed all of the LLC's obligations under any agreement to which the LLC is a party, including without limitation, any obligations of the LLC or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the LLC;

(d) to employ, engage, retain or deal with any Persons to act as employees, agents, brokers, accountants, lawyers or in such other capacity as the MANAGER may deem necessary or desirable, but not to replace the services contemplated by this Agreement to be provided as Capital Contributions;

(e) to appoint individuals to act as officers of the LLC and delegate to such individuals such authority to act on behalf of the LLC and such duties and functions as the MANAGER shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices, but not to replace the services contemplated by this Agreement to be provided as Capital Contributions;

(f) to adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(g) to acquire and enter into any contract of insurance necessary or proper for the protection of the LLC and/or any MEMBER and/or any MANAGER and/or any officers and/or directors of a MANAGER, including without limitation to provide the indemnity described in Section 5.05 or any portion thereof; and

(h) to establish a record date for any distribution to be made under Article IV;

(i) to perform any other act which the MANAGER may deem necessary or desirable for the LLC or its business.

(j) Except that the Unanimous Consent of all Members shall be required for the following actions:

- a. Amend the Certificate of Organization of the Company;
- b. Merge or consolidate the Company;
- c. Alter the capital structure of the Company;
- d. Elect, remove, or change the title, duties, guaranteed payments, or other compensation of any MEMBER;
- e. Incur any indebtedness, engage in any business transaction or financial commitment involving more than \$50,000;
- f. Make any distributions with respect to the MEMBER's Interests in the Company;
- g. Engage in any business transaction between a MEMBER and the Company;
- h. Enter into any contract or other transaction with a corporation, partnership, or association in which one or more of the MEMBERS or MANAGER of the Company are officers, directors, members, or partners or have a material financial

- interest, directly or indirectly, or with a Manager or Member;
- i. Compromise any amount owed to the Company of more than \$10,000.

Deadlocks. In the event that the Members cannot agree on any of the above actions that require unanimity, then a deadlock may be broken by resort to the provisions for mandatory liquidation set forth in Section 7.05(b) below.

5.02 *Binding the LLC.* Any action taken the MANAGER as MANAGER of the LLC shall bind the LLC. The signature of the MANAGER on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such MANAGER and the LLC with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

5.03 *Compensation of a MANAGER and a MEMBER.* No payment shall be made by the LLC to any MANAGER or MEMBER for such MANAGER or MEMBER'S services as a MANAGER or MEMBER except as provided in this Agreement. Each MANAGER shall be entitled to reimbursement from the LLC for all expenses incurred by such MANAGER in managing and conducting the business and affairs of the LLC. The MANAGER shall determine which expenses, if any, are allocable to the LLC in a manner which is fair and reasonable to the MANAGER and the LLC, and if such allocation is made in good faith it shall be conclusive in the absence of manifest error.

5.04 *Contracts With Affiliated Persons.* With the Approval of the MANAGER, the LLC may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any MEMBER, MANAGER or Affiliated Person, and may pay compensation thereunder for such goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error.

5.05 *Indemnification.* Each MANAGER, and the officers, directors and shareholders of any MANAGER which is a corporation in accordance with applicable law and the articles of organization, by-laws and other governing documents of such corporation, shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them, by this Agreement, and/or for any act omitted to be performed except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses. The doing of any act or failure to do any act by a MANAGER, the effect of which may cause or result in loss or damage to the LLC, if done in good faith to promote the best interests of the LLC, shall not subject the MANAGER to any liability to the MEMBERS except for gross negligence or willful misconduct.

5.06 *Other Activities.* The MEMBERS, MANAGER and any Affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities

of every kind and description, independently or with others, including serving as MANAGER of other limited liability companies and general partners of partnerships with purposes similar to those of the LLC. Neither the LLC nor any other MEMBER or MANAGER shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

5.07 *Meetings; Voting.* The MANAGER shall have the right to call a meeting of the MEMBERS on ten (10) days written notice, including the date, time, issues to be discussed and location of the meeting. The meeting shall be held within Barnstable County unless otherwise agreed to in writing by all those noticed.

ARTICLE VI Fiscal Matters

6.01 *Books and Records.* The MANAGER shall keep or cause to be kept complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC to the extent applicable and otherwise in accordance with generally accepted accounting principles consistently applied. Such books and records shall be maintained and be available, in addition to any documents and information required to be furnished to the MEMBERS under the Act, at an office of the LLC for examination and copying by any MEMBER or MANAGER, or such MEMBER'S or MANAGER's duly authorized representative, at such MEMBER'S or MANAGER's reasonable request and at such MEMBER'S or MANAGER's expense during ordinary business hours. A current list of the full name and last known address of each MEMBER and COMANAGER, a copy of this Agreement, any amendments thereto and the CERTIFICATE, including all certificates of amendment thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the CERTIFICATE or any certificate of amendment has been executed, copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent years, shall be maintained at the registered office of the LLC required by Section 5 of the Act. Within 120 days after the end of each fiscal year of the LLC, each MEMBER shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any MEMBER may, at any time, at such MEMBER'S own expense, cause an audit or review of the LLC books to be made by a certified public accountant of such MEMBER'S own selection.

6.02 *Bank Accounts.* Bank accounts and/or other accounts of the LLC shall be maintained in such banking and/or other financial institution(s) as shall be selected by the Approval of the MANAGER, and withdrawals shall be made and other activity conducted on such signature or signatures as shall be Approved by the MANAGER.

6.03 *Fiscal Year.* The fiscal year of the LLC shall end on December 31 of each year.

6.04 *Tax Matters Partner.* JASON H. ROBICHEAU is hereby designated as the "tax matters partner." At any time and from time to time if there is more than one MANAGER which is eligible under the Code to be a "tax matters partner," a "tax matters partner" may be designated by the Approval of the MANAGER. The "tax matters partner" is hereby authorized to and shall

perform all duties of a "tax matters partner" under the Code and shall serve as "tax matters partner" until such MANAGER's resignation or until the designation of such MANAGER's successor, whichever occurs sooner.

ARTICLE VII Transfers of Interests

7.01 General Restrictions on Transfer.

(a) No MEMBER may Transfer all or any part of such MEMBER'S interest as a MEMBER of the LLC or otherwise withdraw from the LLC except as provided in Section 7.02 or Section 7.03 or with the Approval of the MANAGER which may be withheld for any reason or for no reason.

(b) Every Transfer of an interest as a MEMBER of the LLC permitted by this Article VII, including without limitation Transfers permitted by Sections 7.01(a), 7.02, 7.03, shall nevertheless be subject to the following:

(i) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The MANAGER may require as a condition of any Transfer that the transferor assume all costs incurred by the LLC in connection therewith and furnish an opinion of counsel, satisfactory to the LLC both as to counsel and opinion, that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

(ii) The MANAGER shall require, as a condition to the admission to the LLC as a MEMBER of any transferee who is not otherwise a MEMBER, that such transferee demonstrate to the reasonable satisfaction of the MANAGER that such transferee is not then under indictment and has not at any time been convicted of a felony and either is a financially responsible Person or has one or more financially responsible Persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on such transferee's behalf. In addition, a transferee of an interest pursuant to Section 7.02 or Section 7.03, who is not otherwise a MEMBER, shall not be admitted to the LLC as a MEMBER without the Approval of the MANAGER, which may be withheld for any reason or for no reason, and such a transferee who is not so admitted need not be recognized by the LLC for any purpose and shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a MEMBER.

(iii) Notwithstanding anything contained herein to the contrary, no interest as a MEMBER of the LLC shall be transferred if, by reason of such Transfer, the classification of the LLC as an LLC for federal income tax purposes would be adversely affected or jeopardized, or if such transfer would have any other substantial adverse effect for federal income tax purposes.

(iv) In the event of any Transfer, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument effecting such Transfer. The transferee, if any, shall execute such additional instruments as shall be reasonably required by the MANAGER. If and for so long as such instruments are not so executed and filed, the LLC need not recognize any such Transfer for any purpose, and the transferee shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a MEMBER.

(v) Upon the admission or withdrawal of a MEMBER, this Agreement (including without limitation Schedule I hereto) and/or the CERTIFICATE shall be amended appropriately to reflect the then existing names and addresses of the MEMBERS and MANAGER and their respective Percentage Interests.

(c) A transferor of an interest as a MEMBER of the LLC shall, if the transferee is a MEMBER hereunder or if the transferee becomes a MEMBER pursuant to the provisions of this Agreement, be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer (unless such transferor affirmatively assumes liability as provided in Section 7.01(b)(ii)).

(d) Any Person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a MEMBER as provided in Section 7.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(e) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be or be treated as or deemed to be a MEMBER for any purpose. In the event any MEMBER shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other MEMBER shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending MEMBER shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the violation of the provisions concerning such transaction set forth in this Agreement.

7.02 Permitted Transfers. The following Transfers shall be permitted without the Approval of the MANAGER otherwise required under Section 7.01(a) above, but such permitted Transfers shall in any event be subject to Sections 7.01(b)—(e) hereof:

(a) An interest as a MEMBER of the LLC may be Transferred from time to time as a part of any proceeding under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency,

or other relief for debtors, and subject to the requirements and provisions thereof.

(b) An interest as a MEMBER of the LLC may be Transferred from time to time to any Legal Representative(s) and/or Affiliate(s) and/or MEMBER(S) of the Immediate Family of the transferring MEMBER, including any estate planning entities.

7.03 Right of First Refusal.

(a) A MEMBER may Transfer the whole or any portion of such MEMBER'S interest as a MEMBER of the LLC without the Approval of the MANAGER otherwise required under Section 7.01(a) above (and such Transfer shall be a permitted Transfer in addition to those permitted under Section 7.02 and shall in any event be subject to Sections 7.01(b)-(e) hereof) if such MEMBER (the "Offering MEMBER") first obtains a Bona Fide Offer for the purchase of the entire interest to be Transferred and makes the interest which is the subject of the Bona Fide Offer available to the other MEMBERS on a first refusal basis upon the same terms and provisions as set forth in such Bona Fide Offer, in the manner hereinafter set forth.

(b) The Offering MEMBER shall furnish a true and complete copy of the Bona Fide Offer to each other MEMBER, together with full and fair disclosure of any material information available as to the proposed transaction and the parties thereto, and the other MEMBERS shall have a period of sixty days thereafter within which to elect, by written notice to the Offering MEMBER (the "Exercise Notice"), to purchase the entire interest to be Transferred at the price (the "Purchase Price") and upon the terms set forth in the Bona Fide Offer. Each Exercise Notice shall contain a statement of the maximum percentage of the Offering MEMBER'S interest which the MEMBER giving such notice wishes to purchase, and if such amounts do not total at least 100% of the Offering MEMBER'S interest which is the subject of the Bona Fide Offer, then no MEMBER shall have the right to purchase any interest of the Offering MEMBER.

(c) If there shall be a dispute as to the amount of the Offering MEMBER'S interest which any MEMBER(S) may purchase pursuant to Section 7.03(b), each MEMBER participating in any such purchase (a "Purchasing MEMBER") shall be entitled to purchase a pro rata amount of the Offering MEMBER'S interest based upon the Percentage Interest of such Purchasing MEMBER in relation to the aggregate Percentage Interests held by all MEMBERS participating in such purchase, unless the Purchasing MEMBERS agree to purchase such interest based upon an allocation other than such pro rata allocation.

(d) If the interest of the Offering MEMBER is being purchased by one or more Purchasing MEMBERS, the closing shall take place at the principal office of the LLC on the date specified for such closing, and as otherwise specified, in the Exercise Notice of the Purchasing MEMBER who is purchasing the largest portion of such interest (which date shall not be earlier than ten nor more than thirty days after the delivery of such Exercise Notice to the Offering MEMBER). At the closing, the Purchase Price shall be paid by the Purchasing MEMBERS upon the terms set forth in the Bona Fide Offer and the Offering MEMBER shall execute and deliver such instruments as may be required to vest in the Purchasing MEMBERS (or the designee or designees thereof) the interest to be sold free and clear of all liens, claims and encumbrances.

The Purchasing MEMBERS shall have the right to continue the business of the LLC after the closing and shall have the right to use any names used by the LLC in connection with its business. All information, trade secrets or confidential financial or other data of the LLC shall be the property of the LLC, and the Offering MEMBER shall not disclose or use to the detriment of the Purchasing MEMBERS any confidential information, trade secrets or confidential financial or other data of the LLC; provided, however, that the Offering MEMBER may make such disclosures as such Offering MEMBER reasonably believes may be required by law, regulation, or rule of any governmental authority or any court order or other legal process.

(e) If the interest of the Offering MEMBER shall not be purchased by Purchasing MEMBER(S) as aforesaid, the Offering MEMBER may sell such interest to the maker of the Bona Fide Offer, but only upon the terms and provisions originally set forth in the Bona Fide Offer, provided such sale satisfies the following requirements:

(i) Such sale is concluded within one hundred twenty days after the delivery to the offer of the Bona Fide Offer; and

(ii) The maker of the Bona Fide Offer shall enter into a valid and binding agreement the effect of which will be that any interest in the LLC which is so Transferred shall continue to remain subject to the provisions of this Agreement with the same force and effect as if such Person had originally been a party hereto.

7.04 Continuation of the LLC. Notwithstanding a Transfer or other withdrawal from the LLC of a MEMBER who is also a MANAGER, as to all of such MEMBERS interest as a MEMBER, the LLC shall not be dissolved and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if the remaining MEMBERS, acting by Consent within ninety days thereafter, elect to continue the LLC and the business of the LLC and appoint, as of the date of such Transfer or withdrawal, one or more new such MANAGER.

7.05 Voluntary/Involuntary Withdrawals by a Member

(a) *Offers by a Member.* Any Member who desires to transfer (other than to a Permitted Transferee, or other than as a result of insolvency or bankruptcy, the foreclosure of any pledge or hypothecation, any other involuntary transfer or assignment or death, or otherwise by process of law, which shall be governed by the next succeeding paragraph) the whole or any portion of his, her or its interest as a Member of the LLC shall be under an obligation, before selling or otherwise transferring such interest, to offer such interest in writing to the LLC for liquidation by it at 90% of the then fair value of such interest and in such offer (and as an essential part thereof) shall provide as follows:

The MEMBERS may, at any time within 30 days after the receipt by it of any such offer, elect to accept such offer by so notifying the Member in writing. If the initial offer is accepted by more

than one MEMBER then each MEMBER shall continue to bid on the offered interest until there are no more bids and the offered interest shall be sold to the highest bidder. All bids shall be delivered to each MEMBER with a receipt for such delivery. In the event that there are bids, any bid must be countered within forty-eight (48) hours otherwise, unless otherwise agreed in writing, it shall be deemed that there are no further bids.

(i) *Determination of Fair Value.* If the LLC and the Member are unable within a period of 30 days from the date of the acceptance of an offer by the LLC under Section 7.05(a) hereof to agree upon the fair value of the Member's interest at the time of the offer, such fair value shall be determined by appraisal either by an appraiser mutually acceptable to the LLC and the Withdrawing Member, or otherwise by a board of appraisers as hereinafter provided. In the event that such appraisal shall not have been initiated within a period of six months from the date of the acceptance of such offer by the LLC, such offer shall be deemed to have been withdrawn. Either the LLC or the Member may initiate the proceedings for such appraisal by written notice to the other and in such notice (and as an essential part thereof) shall designate the name and address of an appraiser willing to act. If either the LLC or the Member, as the case may be, shall fail, neglect or refuse within the time provided to designate a second appraiser willing to act, the other party shall have the right (upon not less than five days' prior written notice to the defaulting party, stating in such notice the time and place at which application is to be made) to make application to the Appointing Agent for the appointment of a second appraiser who shall for all purposes have the same standing and power as if said second appraiser had been seasonably appointed by such defaulting party. The two appraisers first appointed shall appoint a third appraiser, but if they shall fail, neglect or refuse to appoint a third appraiser within 10 days after the appointment of the second appraiser, either appraiser already appointed shall have the right (upon five days' prior written notice to the other appraiser, stating in such notice the time and place at which the application is to be made) to make application to the Appointing Agent for the appointment of a third appraiser. The third appraiser appointed by the Appointing Agent shall have the same standing and power as though he or she had been seasonably appointed by the two appraisers first appointed. Any appraiser appointed pursuant to these provisions may resign as such by written notice to both the LLC and the Member. If any designated appraiser refuses or ceases to serve for any reason, an appraiser to fill such vacancy shall be appointed by the party or by the two appraisers first appointed or by the Appointing Agent, as the case may be, whomever or whichever made the original appointment, or in case such authority making the original appointment fails, neglects or refuses to fill such vacancy, in the manner hereinbefore provided in case such authority had failed, neglected or refused to make the original appointment. The appraiser so appointed to fill such vacancy shall have the same standing and power as though originally appointed. The board of appraisers shall forthwith upon their appointment hear the parties and their witnesses and determine the fair value of the Member's interest at the time of the offer, provided that the only evidence, if any, as to the earnings of the LLC that shall be considered by the board of appraisers or taken into account by them in determining the fair value of the Member's interest at the time of the offer shall be the earnings as set forth on the books of the LLC. The board of appraisers shall also determine the apportionment of the costs of such appraisal between the Member and the LLC and shall notify in writing both the Member and the LLC of its determinations. Any

determination by a majority of the board of appraisers shall be final. If either party shall fail, neglect, or refuse to appear at the hearings appointed by the board of appraisers, the board may act in the absence of such party.

(ii) *Settlement.* On or before the 60th day (hereinafter called the "Settlement Date") after the fair value of the Member's interest shall have been determined by agreement or by appraisal as herein provided, the LLC shall deliver to the Member in cash or by check an amount equal to 10 percent of the fair value or highest bid value of the Member's interest within 48 hours of the closing of bids. The remaining balance shall be paid within 6 months at an interest rate of eight (8%) percent per annum on any outstanding balance.

(iii) *Classification of Payments Under Section 9.02(c).* It is the intention of the Member and the LLC that all payments made by the LLC on account of the Member's interest in accordance with this Section 9.02 shall constitute payments in liquidation of such interest within the meaning of Section 736 of the Code. It is the further intention of the Member and the LLC that such payments shall be considered a distributive share to the Member of Profits of the LLC under Section 736(a)(1) of the Code.

(iv) *Failure of LLC to Liquidate Interest.* If LLC does not elect to accept the offer of a Member, or having accepted such offer, fails to liquidate the Member's interest pursuant to the terms hereof, the LLC shall forthwith return to such Member the certificate or certificates, if any, representing the Member's interest and the assignment delivered to the LLC by such Member together with such offer. Such Member may, prior to the expiration of 120 days from the date of such return by the LLC, sell or otherwise transfer the same to the transferee (and only that transferee) named in the offer, but such member may not do so after the expiration of said 120 days without again offering the Member's interest to the LLC for liquidation by it hereunder. Such return of any certificate or certificates and assignment to such Member after such acceptance shall not deprive such Member of any right which he, she or it may have to damages, specific performance or any other remedy for such failure to purchase, at law or in equity. Notwithstanding the foregoing, no transferee may become a Member other than upon compliance with Section 9.01(a) regarding required consent of Member-MANAGER to admission of any Member to the LLC, necessary to avoid the characteristic of free transferability of interests.

(b) *Mandatory Liquidation.* Upon a vote of fifty (50%) percent of the Members according to their Percentage Interests to liquidate the LLC, which vote may be communicated by written notice to all other Members not so voting without the need to convene a meeting to render such vote, the LLC shall be liquidated as follows:

(i) Upon such a vote, the Members shall meet to determine within fifteen (15) days of receipt of notice of such vote, the listing price of any and all assets then owned by the LLC. If the Members cannot agree on the listing price of such assets, then the listing price shall be the Fair Market Value of the property of the LLC as determined according to appraisal process set forth in Section 7.05(a)(i) above,

except that the reference in the first sentence thereof to "the LLC and the Withdrawing Member" shall be replaced with term "the Members", such that a single appraiser employed to determine Fair Market Value hereunder need be mutually acceptable to the Members.

(ii) Receipt of Bona Fide Offer. When a bona fide offer is received for the property, any Member who did not vote to liquidate shall have the right of first refusal to purchase the interest of the voting Members under the same terms as the bona fide offer reduced by their Percentage Interest, pursuant to Section 7.03 above. If no Member exercises their right of first refusal, then the property shall be sold pursuant to the terms of the bona fide offer.

(c) *Failure of Member to Comply.* In case any Member fails, neglects or refuses, in default of these provisions, to offer and to transfer any interest to the LLC or to transmit or to deliver to the LLC any certificate or certificates representing said interest and the assignment duly executed by such Member transferring in blank the interest, then so long as such default continues or until the interest is transferred to the LLC and retransferred by it, said interest shall not have any voting power or be entitled to any distributions hereunder. No transfer or other disposition of an interest in the LLC in violation of the provisions of this Section shall be valid or entitle any Member or any transferee of a Member to have any interest transferred upon the books of the LLC.

(d) *Miscellaneous Provisions.*

(i) Every Member and every person claiming through or under a Member shall be held by the fact of the acceptance of an interest in the LLC by such Member to have assented to the provisions of this Section 9.02 and to hold his, her or its interest subject thereto.

(ii) The LLC may at any time, and from time to time, waive its rights hereunder as to any interest, in whole or in part, and to any extent.

(iii) Any action of the LLC in electing to liquidate or in liquidating or in requiring the transfer to it of any interest under the provisions of this Section 9.02, or in appointing appraisers, or in paying for an interest, or in waiving any of its rights hereunder, shall require and may be effected by a vote of a majority in number of the non-Transferring Member-MANAGER.

7.06 Payments to Member upon Non-Voluntary Withdrawal. In the event of the death, bankruptcy or determination of disability or incompetence or other permitted withdrawal (an "Event of Withdrawal") of a Member during the term of this Agreement, the Company shall liquidate the interest in the Company of the Member to whom such Event of Withdrawal has occurred at the fair value of the Member's interest in the Company and in the manner, at the time, and upon the conditions set forth in this Section 10.0, with all payments made by the Company on account of such Member's interest in the Company to constitute payments made in liquidation of such interest within the meaning of Section 736 of the Internal Revenue Code of 1986, as amended (the "Code").

The Company shall make the following payments to the Member in satisfaction of its obligations to the Member:

(a) As a distributive share of Company income under Section 736(a)(1) of the Code, to the extent of such income, .0083 of the Fair Value on the fifteenth (15th) day of the month immediately following the month in which the Event of Withdrawal occurs and on the fifteenth (15th) day of each month thereafter for a period of sixty (60) months; and

(b) In exchange for the interest of the Member in property of the Company, including the goodwill of the Company, under Section 736(b)(1) of the Code, one-tenth of the Fair Value on the first (1st) day of the calendar quarter immediately following the calendar quarter in which the Event of Withdrawal occurs and one-tenth on the first (1st) day of each of the next following four (4) calendar quarters.

Notwithstanding anything to the contrary contained in this Section, the Members may by unanimous agreement, at the time an Event of Withdrawal occurs, provide for such other or additional terms and conditions as to determinations of value, schedules of payments and nature of payments as they shall deem appropriate, such other or additional terms and conditions, if agreed to by all Members, to be in lieu of those set forth in this Section.

7.07. Restrictions as to Certain Matters. Every Transfer of an interest of a Member of the LLC permitted by this Article shall be subject to the following restrictions:

(a) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The Manager may require as a condition of any Transfer that the transferor furnish an opinion of counsel, satisfactory to the LLC (both as to counsel and as to the substance of the opinion), that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

(b) The Manager may require, as a condition to the admission to the LLC as a Member of any transferee who is not a Member, that such transferee demonstrate to the reasonable satisfaction of the Manager that he, she or it is either a financially responsible person or has one or more financially responsible persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on his, her or its behalf.

(c) Unless the Manager has specifically approved otherwise in writing, a transferor of an interest as a Member of the LLC (if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement) shall not be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer, except to the extent of the payments made in

the transferor's place by any transferee of its interest; and the LLC may proceed to collect any amount due from the transferor as and when due, together with interest thereon from the date for payment stated herein at the rate of 12 percent per annum, compounded monthly (but not exceeding the maximum rate permitted by law), and all costs and expenses of collection incurred by the LLC (including reasonable fees and disbursements of counsel).

(d) Any person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 9.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest, and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest,

(e) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or be on the books of the LLC, and any transferee or assignee in such transaction shall not be, or be treated as, or deemed to be a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction; and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law, it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the provisions of this Agreement concerning such transactions.

ARTICLE VIII Dissolution and Termination

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

(a) The sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash and, by Approval of the MANAGER, a determination is made not to distribute any such non-cash items to the MEMBERS;

(b) A Transfer or other withdrawal of a MEMBER who is also a MANAGER, as to all of such MEMBER'S interest as a MEMBER, if there is no election pursuant to Section 7.04, to continue the LLC;

(c) The election to dissolve the LLC made in writing by the Approval of the MANAGER or upon mandatory liquidation according to the terms of Section 7.05(b);

(d) Any consolidation or merger of the LLC with or into any entity in which the LLC is not the resulting or surviving entity; or

(e) Upon the occurrence of an event specified under the laws of the Commonwealth of Massachusetts as one effecting dissolution, except that where, under the terms of this Agreement the LLC is not to terminate, then the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions, and provisions of this Agreement. The LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, bankruptcy, dissolution or occurrence of any other event, which terminates the membership of a MEMBER, except as provided in Section 8.01(b),

8.02 *Procedures on Dissolution.* Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the LLC shall not terminate until the CERTIFICATE shall be canceled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this Agreement. Upon dissolution of the LLC, the MANAGER shall liquidate the assets of the LLC, apply and distribute the proceeds thereof under Section 4.02 of this Agreement, and cause the cancellation of the CERTIFICATE.

ARTICLE IX General Provisions

9.01 *Notices.* Any and all notices under this Agreement shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to a MEMBER at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

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

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

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

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

9.06 *Separability of Provisions*. Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any reason any provision or provisions herein would cause the MEMBERS to be liable for or bound by the obligations of the LLC, such provision or provisions shall be deemed void and of no effect.

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

9.08 *Amendments*. Except as otherwise specifically provided herein, including without limitation Section 7.01(b)(v), this Agreement may be amended or modified only with the Approval of the MANAGER and the Consent of the MEMBERS. Specifically, and without limiting the generality of the foregoing, this Agreement may be amended to provide for Capital Contributions from, distributions to, and allocations of Profits and Losses to one or more additional classes of MEMBERS, with the Approval of the MEMBERS. Except as provided in Section 7.03, no MEMBER shall have any preemptive, preferential or other right with respect to the issuance or sale of any MEMBER'S interests or any warrants, subscriptions, options or other rights with respect thereto.

9.09 *Entire Agreement*. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

9.10 *Waiver of Partition*. Each MEMBER agrees that irreparable damage would be done to the LLC if any MEMBER brought an action in court to dissolve the LLC. Accordingly, unless otherwise expressly authorized in this Agreement, each MEMBER agrees that such MEMBER shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each MEMBER (and such MEMBER'S successors and assigns) accepts the provisions of the Agreement as such MEMBER'S sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale or other liquidation with respect to such MEMBER'S interest, in or with respect to, any assets or properties of the LLC; and each MEMBER agrees that such MEMBER will not petition a court for the dissolution, termination or liquidation of the LLC.

9.11 *Survival of Certain Provisions*. The MEMBERS acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, but without limitation, the provisions of

Sections 2.05 and 5.05. The MEMBERS agree that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the MEMBERS, shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such termination document specifically provides for non-survival by reference to this Section 9.11 and to specific non-surviving provisions.

9.12 Any disputes among the MANAGER and MEMBERS which cannot be resolved amicably and/or pursuant to the terms set forth herein for dispute resolution, including without limitation, mandatory liquidation, if necessary, shall be subject to binding arbitration in Barnstable County under the rules of the American Arbitration Association, only if, as and when necessary. This provision shall not be deemed to require arbitration if a MEMBER elects to resort to terms set forth herein for dispute resolution, even if the process available to such MEMBER for such resolution, is unilateral in nature according to the terms set forth herein for such resolution.

9.13 The MANAGER and the MEMBERS have been advised that their interests are in conflict, each of them has been encouraged to seek their own legal counsel and each of them has been advised that counsel that assisted with the formation and organization of the LLC and the drafting of this agreement represented the LLC and did not represent either of the MEMBERS or MANAGER individually with respect to matters pertaining to the LLC.

ARTICLE X Definitions

The following defined terms used in this Agreement shall have the meanings specified below:

"Accountants" means such firm of independent certified public accountants as may be engaged from time to time by the LLC.

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

"Adjusted Capital Account Deficit" means, with respect to any MEMBER, the deficit balance, if any, in such MEMBER'S Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts which such MEMBER is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Regulations Sections 1.704B2(g)(1) and 1.704B2(i)(5); and

(b) debit to such Capital Account the items described in Regulations Section 1.704B1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition is intended to comply with the provisions of Regulations Section 1.704B1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adjusted Capital Contribution" means a MEMBER'S capital contribution to the LLC reduced by all distributions made to such MEMBER under Section 4.01.

"Affiliated Person" or "Affiliate" means, with reference to a specified Person, any (i) Person who owns directly or indirectly 10% or more of the beneficial ownership in such Person; (ii) one or more Legal Representatives of such Person and/or any Persons referred to in the preceding clause (i); (iii) entity in which any one or more of such Person and/or the Persons referred to in the preceding clauses (i) and (ii) owns directly or indirectly 10% or more of the beneficial ownership.

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

"Approval" or "Approved" means the written consent or approval of the MANAGER or, if there is then more than one, of a majority of the MANAGER or the majority of the MEMBERS.

"Applicable Federal Rate" means the Applicable Federal Rate as that term is defined in Code Section 7872, whether the short-term, mid-term or long-term rate, as the case may be, as published from time to time by the Secretary of the Treasury based on average market yields for relevant recent periods.

"Bankruptcy" means any of the following:

(i) If any MEMBER shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such MEMBER, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such MEMBER or of all or any substantial part of his, her or its properties or his, her or its interest in the LLC (the term "acquiesce" as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty days after such order, judgment or decree); or

(ii) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition, file against any MEMBER seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future

applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such MEMBER shall acquiesce in the entry of such order, judgment, or decree, or if any MEMBER shall suffer the entry of an order for relief under title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any MEMBER or of all or any substantial part of such MEMBER'S properties or such MEMBER'S interest in the LLC shall be appointed without the consent or acquiescence of such MEMBER and such appointment shall remain unvacated and unstayed for an aggregate of sixty days (whether or not consecutive); or

(iii) If any MEMBER shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"Bona Fide Offer" means an offer which complies with the following conditions:

(i) The offer shall be in writing and shall constitute an agreement legally binding on the offeror without any material conditions precedent or right on the part of the offeror to withdraw the offer within ninety days;

(ii) The offeror shall be a financially responsible Person;

(iii) The offer shall be for a purchase solely for cash payable all at the time of sale; and

(iv) The offeror shall be a Person who has no prohibited relationship with the Offering MEMBERS. A "prohibited relationship" is any relationship of any kind whereby any Offering MEMBERS (and/or any Affiliates of any Offering MEMBERS) directly or indirectly has, or will have after the closing of the transaction, a financial interest greater than 10% in the offeror or the purchasing Person. For this purpose Affiliate shall include, in addition to the Persons specified in the definition thereof, as clause (iv) in such definition, all beneficial owners of the specified Person and all individuals related by blood or marriage to such beneficial owners.

"Book Value" means, with respect to any asset of the LLC, such asset's adjusted basis for federal income tax purposes, except that:

(i) the initial Book Value of any asset contributed by a MEMBER to the LLC shall be the gross fair market value of such asset (not reduced for any liabilities to which it is subject or which the LLC assumes), as such value is determined and for which credit is given to the contributing MEMBER under this Agreement;

(ii) the Book Value of all assets of the LLC shall be adjusted to equal their respective gross fair market values, as determined by Approval of the MANAGER, at and as of the following times:

(a) the acquisition of an additional or new interest in the LLC by a new or existing MEMBER in exchange for other than a *de minimis* capital contribution by such MEMBER, if the MANAGER acting by Approval reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the MEMBERS;

(b) the distribution by the LLC to a MEMBER of more than a *de minimis* amount of any asset of the LLC (including cash or cash equivalents) as consideration for all or any portion of an interest in the LLC, if the MANAGER acting by Approval reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the MEMBERS;

(c) the liquidation of the LLC within the meaning of Regulations Section 1.704B1(b)(2)(ii)(g); and

(iii) the Book Value of the assets of the LLC shall be increased (or decreased) to reflect any adjustment to the adjusted basis for such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.70481(b)(2)(iv)(m); provided, however, that Book Value shall not be adjusted pursuant to this clause (iii) to the extent that the CO-MANAGER, acting by Approval, determines that an adjustment pursuant to clause (ii) hereof is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this clause (iii).

If the Book Value of an asset has been determined or adjusted pursuant to the preceding clauses (i), (ii) or (iii), such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses, and the amount of the adjustment shall thereafter be taken into account as gain or loss from the distribution of such asset for purposes of computing Profits or Losses.

"Capital Account" shall mean a capital account maintained and adjusted in accordance with the Code and the Regulations, including the Regulations under Sections 704(b) and (c) of the Code. The Capital Account of each MEMBER shall be:

(i) credited with all payments made to the LLC by such MEMBER on account of capital contributions (and as to any property other than cash or a promissory note of the contributing MEMBER, the agreed (as between the MEMBERS) fair market value of such property, net of liabilities secured by such property and assumed by the LLC or subject to which such contributed property is taken) and by such MEMBER'S allocable share of Profits and items in the nature of income and gain of the LLC;

(ii) charged with the amount of any distributions to such MEMBER (and as to any distributions of property other than cash or a promissory note of a MEMBER or the LLC, by the agreed fair market value of such property, net of liabilities secured by such property and assumed by such MEMBER or subject to which such distributed property is

taken), and by such MEMBER'S allocable share of Losses and items in the nature of losses and deductions of the LLC;

(iii) adjusted simultaneously with the making of any adjustment to the Book Value of the LLC's assets pursuant to the definition thereof, to reflect the aggregate net adjustments to such Book Value as if the LLC recognized Profit or Loss equal to the respective amount of such aggregate net adjustments immediately before the event causing such adjustments; and

(iv) otherwise appropriately adjusted to reflect transactions of the LLC and the MEMBERS.

"Capital Contribution" means the amount of cash and the value of any other property contributed to the LLC by a MEMBER.

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

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any subsequent federal law of similar import.

"Consent" means the written consent or approval of more than 50% in interest, based on Percentage Interests held as MEMBERS.

"Depreciation" means, for each year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization, or other cost recovery deduction computed for tax purposes with respect to such asset for such period bears to the adjusted tax basis for such asset, or if such asset has a zero adjusted tax basis, Depreciation shall be determined with reference to the initial Book Value of such asset using any reasonable method selected by Approval of the MANAGER, but not less than depreciation allowable for tax purposes for such year.

"Exercise Notice" shall have the meaning given in Section 7.03.

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

"LLC" means the limited liability company formed pursuant to the CERTIFICATE and this Agreement, as it may from time to time be constituted and amended.

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

"Losses" shall have the meaning provided below under the heading "Profits and Losses."

"MANAGER" shall refer to the Persons named as MANAGER in this Agreement and any Person who becomes an additional, substitute or replacement COMANAGER as permitted by this Agreement, in each such Person's capacity as a COMANAGER of the LLC. "MANAGER" shall refer collectively to the Persons named as MANAGER in this Agreement and any Person who becomes an additional, substitute or replacement MANAGER as permitted by this Agreement, in each such Person's capacity as a MANAGER of the Partnership.

"MEMBER" shall refer severally to the Persons named as MEMBERS in this Agreement and any Person who becomes an additional, substitute or replacement MEMBER as permitted by this Agreement, in each such Person's capacity as a MEMBER of the LLC. "MEMBERS" shall refer collectively to the Persons named as MEMBERS in this Agreement and any Person who becomes an additional, substitute or replacement MEMBER as permitted by this Agreement, in each such Person's capacity as a MEMBER of the Partnership.

"Minimum Gain" shall have the meaning given in Regulations Section 1.704B2(d).

"Nonrecourse Deductions" shall have the meaning given in Regulations Section 1.704B2(b)(1).

"Offering MEMBER" shall have the meaning given in Section 7.03.

"Partner Minimum Gain" shall mean "MEMBER nonrecourse debt minimum gain" as set forth in Regulations Section 1.704B2(i)(3).

"Partner Non-recourse Debt" shall have the meaning given in Regulations Section 1.704B2(b)(4).

"Partner Non-recourse Deductions" shall have the meaning given in Regulations Section 1.704B2(i)(2).

"Percentage Interest" shall be the percentage interest of a MEMBER set forth in Schedule A, as amended from time to time.

"Person" means any natural person, partnership (whether general limited), limited liability company, trust, estate, association or corporation.

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

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

(ii) Any expenditures of the LLC described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704B1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this provision, shall be subtracted from such taxable income or loss;

(iii) Gain or loss from a disposition of property of the LLC with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the book value of such property, rather than its adjusted tax basis;

(iv) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account the Depreciation on the assets for such fiscal year or other period; and

(v) Any items which are separately allocated pursuant to Sections 4.05 and/or 4.06 which otherwise would have been taken into account in calculating Profits and Losses pursuant to the above provisions shall not be taken into account and, as the case may be, shall be added to or deducted from such amounts so as to be not part of the calculation of the Profits or Losses.

If the LLC's taxable income or loss for such year, as adjusted in the manner provided above, is a positive amount, such amount shall be the LLC's Profits for such year; and if negative, such amount shall be the LLC's Losses for such year.

"Project" shall mean the development or re-development of the Property and the management or sale thereof;

"Property" shall mean any and all real property owned as an asset of the LLC from time to time;

"Purchase Price" shall have the meaning given in Section 7.03. "Purchasing MEMBER" shall have the meaning given in Section 7.03;

"Regulations" means the Regulations promulgated under the Code, and any successor provisions to such Regulations, as such Regulations may be amended from time to time;

"Terminating Capital Transaction" means a sale or other disposition of all or substantially all of the assets of the Partnership; and

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

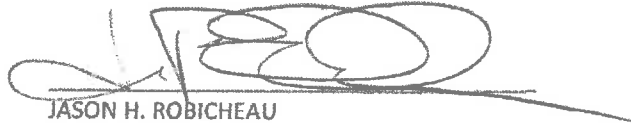
The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

MEMBERS:



RICHARD ROBICHEAU



JASON H. ROBICHEAU

MANAGER:




JASON H. ROBICHEAU

**SCHEDULE A TO OPERATING AGREEMENT OF
THE GRATEFUL MIND, LLC**

Name and Addresses of Members	Percentage Interest	Capital Contribution
RICHARD ROBICHEAU	50%	\$5.00
JASON H. ROBICHEAU	50%	\$5.00

MEMBERS CONFIRMING PERCENTAGE
INTERESTS:

DATE: 1/2/20



RICHARD ROBICHEAU

DATE: 1/2/20



JASON H. ROBICHEAU



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



339375357

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

The Grateful Mind
15 BANK ST
WELLFLEET, MA 02667-7443

EAN: 22192457
April 12, 2021

Certificate Id:46930

The Department of Unemployment Assistance certifies that as of 4/12/2021 ,The Grateful Mind is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

THE GRATEFUL MIND, LLC BUSINESS PLAN

1.0 Executive Summary

1.1 Overview

The Grateful Mind, LLC ("TGM") plans to open and operate one store with a relatively small footprint (676 sq. ft.) in an existing structure in the downtown area of the small Cape Cod town of Wellfleet in late 2020 after it is duly licensed by the Commonwealth of Massachusetts. The store will sell recreational cannabis and cannabis containing products to adults 21 years of age and older and, as such, will be licensed and categorized as an adult use recreational marijuana establishment (RME), within the sub-category of marijuana retailer.

When open, the store will be clean, secure and inviting and will emphasize health and wellness. TGM will sell safe, high-quality products that are tested for quality and potency and professionally processed, packaged and presented to adult customers possessing adequate proof of age in a service-focused, friendly environment. Staff will be well trained, and will strive to serve customers courteously, responsively and professionally. When closed, product inventory will be secured in an on-site vault and a state of the art security/alarm system will secure the premises from intrusion. TGM will remain legally compliant, financially sound and responsive to the community in which it operates.

1.2 Objectives

During the first year, business goals for TGM are to:

1. Open the store and serve an average of 200 customers per month during the first six months of operation.
2. Generate at least \$36,000 in average monthly revenue by the end of the first full year.
3. Increase revenue from \$432,000 in the first year of operation to \$750,000 by 2025.
4. Implement TGM's Diversity Plan to hire a racially diverse group of employees who are happy, motivated and actively contribute to a good working atmosphere for customers and other employees.
5. Develop and maintain a loyal customer base drawing from Wellfleet and surrounding Cape Cod towns.
6. Develop community outreach and education programs consistent with our Positive Impact Plan.

During the first five years of operations, business goals for TGM are to:

7. Secure one or more wholesale supply agreements with an equity licensee in the first two years of operation consistent with our Positive Impact Plan.
8. Secure two or more wholesale supply agreements with equity licensees in the next three years of operation consistent with our Positive Impact Plan.

1.3 Mission

Provide safe, dignified and affordable access to recreational cannabis for adult customers 21 years of age and older in the Commonwealth of Massachusetts.

Commitments:

- Operate with complete adherence to state and local ordinances, and maintain a solid working relationship with all government authorities, including law enforcement and health department officials.
- Maintain financial viability to support our ongoing mission to serve our customers and our community.
- Maintain a physical environment and organizational culture where all are treated with respect, dignity and compassion.
- Be a good neighbor to local residents and businesses by engaging community leaders and citizen groups as a responsible business.
- Educate our customers on responsible recreational use of cannabis.
- Serve our community through charitable community events and services.
- Reduce barriers to entry in the commercial adult-use cannabis industry.
- Provide professional and technical services and mentoring for individuals and businesses facing systemic barriers.
- Promote sustainable, socially and economically reparative practices in the commercial cannabis industry in Massachusetts.
- Prioritize wholesale agreements with equity licensees.

1.4 Core Values

- **Highest Quality Products**- we plan to sell safe, high-quality cannabis and cannabis containing products tested by an independent laboratory as required by law
- **Compassion**- serving our customers professionally with sensitivity to their needs in a clean environment where they feel safe and secure.
- **Responsiveness**- in our dealings with our customers, employees, neighbors, town administrators and leaders and the community.
- **Community Service**- conducting varied and ongoing outreach activities to serve the needs of our community.
- **Education**- providing facts and information to help people understand and enjoy cannabis and its products responsibly.

- **Being a “Good Neighbor”**- by working with the community, the town and police department as a responsible business.

1.5 Keys to Success

Important keys to our success include:

- We will position our store as a responsible business in the community and develop close working relationships with civic, business and government leaders and their staffs.
- Highly detailed planning and execution is critical. We will put in place the staffing, training and infrastructure required to cultivate safe, high-quality medicine, and we will apply industry best practices to recreational cannabis business operations.

2.0 Organization Summary

2.1 Legal Entity

The Grateful Mind, LLC, is a Massachusetts limited liability founded in 2019, consisting of 2 members and one manager. Its manager will oversee daily operations and will serve as the chief executive of the company.

2.2 Start-Up Funding

A private credit facility of up to \$200,000 has been provided by one of the principals for the initial capital and operating needs to open the store. This includes minimal build-out costs to fit up the proposed store space and working capital to purchase inventory, pay rent and administrative costs.

2.3 Long-Term Viability

As a for profit business, TGM will ensure its long-term viability through a continuing focus on three key pillars of operation:

1. Staying true to its mission. TGM’s mission is to “Provide dignified and consistent access to high quality, safe recreational cannabis and its products to customers in the Commonwealth of Massachusetts.”

2. Involving stakeholders. We will conduct ongoing efforts to seek feedback from customers, employees, government officials and the general community on key matters involving our store. Examples will include periodic surveys, open meetings and actively encouraging submission of feedback.

3. Financial viability. We cannot fulfill our mission unless we have sufficient resources to continue operations. We are committed to providing products at a fair market value. Our manager will use the skills and experience that he developed and attained through successful operation of a health and wellness store in TGM’s proposed store location previously to review our financial performance on a regular basis and take appropriate action to ensure that we meet these commitments.

3.0 Products and Services

3.1 Product and Service Philosophy

Based on TGM's core values, product sales are firmly grounded in a service model. While there may be some differences in product quality from one store to another, cannabis is largely a commodity, so product differentiation rests primarily on how products are sold. TGM will work diligently to deliver on its core value that calls for "highest quality products." Following is a general outline of how TGM plans to approach product quality and service.

Strict Quality Control Guidelines

In states where dispensaries sell cannabis grown from collectives, studies have shown that some samples contain fungus, molds and other unwanted microbes that can negatively affect customers. In addition, potency can vary widely from one strain of cannabis to another.

TGM will implement laboratory testing to control contaminants and standardize potency through independent analytical laboratories. This will enable us to sell only the highest quality and reliably consistent products and enable customers to know exactly what to expect from their purchase.

Zero Tolerance on Product Performance Issues

Any product found to have a potential problem will not be offered for sale, unless and until it passes further review and inspection.

3.2 Product Line

TGM's product line will include the following:

Product Line Description

Flowers

Dried cannabis "buds" that can be smoked in a pipe, rolled into a cigarette (or 'joint'), smoked using a water pipe (commonly called a 'bong') or vaporized with vaporizer products.

Extracts

Extracts such as hashish are manufactured by separating the trichomes (semi-transparent granular hair-like outgrowths) from the cannabis flowers to create a concentrated dose of this specific part of the cannabis plant.

Preparations

Joints, tinctures, dermals, nectars, salves

Edibles

Edibles are foods cooked with butter or oil that has been infused with cannabis (e.g. bars or cookies). Edible cannabis usually takes longer to take effect (20 minutes to an hour or more) and the effects generally last longer than smoking or vaporizing.

Accessories

Grinders, vaporizers

Educational Materials

Books, DVDs relating to cannabis use and cultivation

Gardening

Immature plants (clones), seeds, nutrients, pesticides

4.0 Perspective and Industry Analysis

4.1 Market Assessment

The recreational cannabis dispensary industry is still in its infancy and is relatively undeveloped compared to most industries. Quantifying the market (the number of customers and/or potential revenue) is difficult to quantify because:

- * There is no central trade association or source of comprehensive information about operations and data.
- * The stigma associated with cannabis use, along with the threat of possible legal difficulties, has dissuaded many from offering market feedback. Therefore, user data that might be openly published and accessible in other types of markets is not available.

Massachusetts Emerging Cannabis Market

In November of 2016 the people of Massachusetts overwhelmingly passed a ballot question on the legalization of marijuana for recreational use.

Market Size- Massachusetts

Because there is no authoritative source of industry data for the recreational cannabis market in Massachusetts, TGM is relying on past year data from the Cannabis Control Commission and analysis provided by Marijuana Business Daily (MBD) for its projections. According to such data and MBD analysis, Massachusetts' recreational marijuana industry: recorded nearly \$400 million in its first full year of sales; has significant room for growth; and by 2021, adult-use sales in Massachusetts could eclipse \$1 billion.

5.0 Marketing and Sales

5.1 Branding and Positioning

TGM's approach will be designed to meet the needs of customers who seek to purchase high quality, safe, reliable cannabis and cannabis containing products in a clean, safe and professionally managed store. General differentiators that appeal to customers will include the following:

- **Service Orientation** - TGM staff will be truly committed to service quality and providing a high degree of information to customers.
- **Higher Quality Medicine** - TGM will focus on providing safe, high-quality product that has met all required testing requirements by an independent laboratory.
- **Reliance on Merchandising** – TGM will give customers a variety of choices in neatly arranged display cases, packaging product in attractive containers and allowing customers to both see and smell product

while making a purchase decision.

- **Use of Current Technology** – TGM will utilize point-of-sale software and bar-coding technology to help manage its transactions and track inventory. This technology provides more information and control to help us make better decisions about how to better serve customers.

5.2 Pricing Strategy

TGM pricing will be intentionally set at or above the midpoint of the scale locally. In order to prevent diversion of product to the illegal market, TGM will set its average price at the mid-point range of current (illegal) market prices for cannabis in Massachusetts. Diversion refers to the phenomenon that occurs when stores price their products too far below prevailing rates for cannabis purchases. When this occurs, it creates an incentive for customers to purchase cannabis and resell it for a profit at the higher market rate. Through its pricing practices, TGM will support state law by discouraging diversion.

5.3 Marketing / Promotional Strategy

TGM will rely on word of mouth and media campaigns to attract new customers and build market awareness. TGM will leverage these and the good will and customer base built at its planned location by the prior health and wellness store located there to accomplish its stated marketing objectives.

Sponsorships and Community Participation - Paid sponsorships and exhibitor opportunities offer TGM visibility and can often present significant exposure well beyond the paid cost of the opportunity. Sponsorships will be specifically targeted at venues where cannabis use is already widely accepted.

Public Relations - Managed coverage in local media is another way TGM will work to increase awareness and positive information about its business. Press releases will be furnished to local press, including the local community newspapers to highlight the business.

Viral Marketing – Satisfied customers can be the most effective means to promote TGM. Therefore, additional effort will be directed at better leveraging its customer base to promote TGM. TGM will develop a formal referral program that encourages current customers to pass on information to a friend.

6.0 Location / Facility

6.1 Site Selection

TGM has secured its location with an executed lease to lease retail shop space in the center of Wellfleet at 15 Bank Street, which location previously served as a retail health and wellness store.

6.2 Site Design

TGM has designed a clean, inviting and simple layout with appropriate display cases and security in place to secure the store and products when both open and closed, including an appropriately sized secure vault.

6.3 Site Build Out

The build out of the store is 70% complete. Minimal additional build out will be required when licensing is complete.

6.4 Site Financing

A private credit facility of up to \$200,000 has been provided by one of the principals for the initial capital and operating needs to open the store.

7.0 Management and Organization

7.1 General Philosophy

Because of its relatively small scale of operation, TGM will start with minimal staffing necessary to provide a consistent level of quality service. As customer numbers increase, TGM will adjust staffing to maintain this capability.

7.2 Training

Qualified candidates will be hired on a three-month probationary status. During this period, they will participate in a rigorous training process, and be evaluated for. Training will include hands-on training and direct supervision by TGM's manager. The program will consist of the following modules:

Legal- Legal training will cover all Massachusetts State and Federal laws relating to marijuana. Legal obligations of licensed cannabis businesses will be emphasized. Other topics will include rules and regulations, sexual harassment training, effective interaction with law enforcement personnel, and the rights and responsibilities of cannabis customers.

Sales- Staff will be trained in retail sales with a focus on customer service and responsiveness while customers are making decisions about which product is right for them. Staff will be provided with ongoing training in product information as well as general service philosophy.

Safety- In addition to its focus on safety, security training will include acceptable identification for proof of age and counterfeit detection, warning signs of possible diversion to the illegal market, lock and alarm procedures, perimeter and entrance control, robbery response techniques, conflict resolution techniques and diversion detection techniques.

7.3 Personnel

TGM plans to employ 2 full-time employees in the first full year of operations. TGM will implement its Diversity Plan to hire a racially diverse group of employees, if and when the local labor market supports such hiring opportunities.

The Grateful Mind, LLC

Adult Use Marijuana Retail Establishment (RME)

Plan to Obtain Liability Insurance Pursuant to 935 CMR 500.101(A)(3)(e) and in Compliance With the Requirements of 935 CMR 500.105(J)(1)

The Grateful Mind, LLC ("The Grateful Mind") plans to obtain the requisite liability policies that comply with the following requirements of 935 CMR 500.105(J)(1): "(1) A Marijuana Establishment shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually" with a "deductible for each policy . . . no higher than \$5,000 per occurrence." from Nationwide Cannabis & Hemp Insurance Solutions or comparable carrier through a local Massachusetts-based insurance agency, such as Kaplansky, who has already placed policies for another licensee located in Truro, MA, among others.

ENERGY EFFICIENCY AND CONSERVATION PROCEDURES

Plan for environmental sustainability in sourcing of retail products and within the overall operation of the Marijuana Retailer.

The importance of operating an environmentally sustainable cannabis business cannot be overstated. Historically, indoor cannabis cultivation and product manufacturing has been a significant detriment for the environment, whether it be due to excess energy and water usage, chemical runoff, or other waste produced. The Commission has structured the Regulations for the industry to combat these harms.

The Commission has a regulatory structure in place to give a leadership rating to cannabis cultivators and product manufacturers pursuant to 935 CMR 500.040(1)(c), for their environmental sustainability. The Grateful Mind will seek wholesale providers who have been awarded that rating. Until that time, the Grateful Mind will seek out wholesalers who can demonstrate the following:

- a. That they have met or exceeded energy and environmental impact goals as may be set forth in the Commission's Regulations;
- b. Consistently documented and complied with known industry best management practices for energy use, waste disposal and environmental impact;
- c. Retired renewable energy credits representing 100% of their energy usage; or
- d. Accurately labeled all their products as being produced using 100% renewable energy.

The Grateful Mind shall include these as a factor in choosing wholesale providers in addition to cost and quality of the product. the Grateful Mind shall maintain a record of these factors in sourcing its products and produce such a record to Commission officials upon request.

The Grateful Mind shall comply with rules imposed by the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs (EOEEA), regulations from the Commission related to cannabis, building codes, and local rules as may be set forth by the Planning Board or in other municipal code sections.

Specifically, and at a minimum the Grateful Mind shall consider the following measures in conducting its retail operation:

- a. Recycle all non-cannabis waste capable of being recycled with clearly marked recycle bins throughout the facility;
- b. Source non-cannabis materials from local suppliers and whenever possible and seek products that:
 - i. Are manufactured in a sustainable fashion;
 - ii. Do not contain toxic materials or ozone-depleting substances;
 - iii. Can be recycled and/or are produced from recycled/renewable materials;
 - iv. Do not make use of excessive packaging; and
 - v. Are designed to be repairable and not throwaway

- c. Use LED lighting wherever possible inside and outside of the facility;
- d. Construct the facility with environmentally sustainable materials as may be recommended by construction professionals including engaging a lead-certified contractor;
- e. Attempt to recycle used lumber or other materials during demolition;
- f. Install solar panels should they be recommended by an engineer as having merit;
- g. Provide employees with public transportation stipends of \$95.00/month in addition to their salaries;
- h. Create and maintain a carpool and ridesharing message board so that employees may carpool if possible;
- i. Install bicycle racks outside of the facility for employees and customers to park their bicycles if possible;
- j. Purchase and outfit with required security, a hybrid, electric, or other high efficiency vehicle should the Grateful Mind pick up products from wholesalers or deliver to customers;
- k. Use air-hand dryers in the washrooms instead of paper towels;
- l. Installing low-flow toilets and faucet aerators in washrooms;
- m. Use drought-tolerant landscape design, with drip irrigation and rain sensors on any exterior landscaping;
- n. Investigate and take advantage of rebate and incentive programs that may be available for upgrading insulation and appliances;
- o. Discourage employees from using plastic, single-use containers, stock the kitchen with cups and dishes, and encourage employees to bring their own; and
- p. Create an internal environmental working group to monitor the Grateful Mind's environmental sustainability and make recommendations for the operation of the Grateful Mind's business.

MAINTAINING OF FINANCIAL RECORDS

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

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

- Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Grateful Mind 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 POLICIES INCLUDING BACKGROUND CHECKS

Overview

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

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

Agent Personnel Records

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

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

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

Business Hours (Subject to Approval by the Special Permit Granting Authority)

Monday: 10AM to 8PM

Tuesday: 10AM to 8PM

Wednesday: 10AM to 8PM

Thursday: 10AM to 8PM

Friday: 10AM to 8PM

Saturday: 10AM to 8PM

Sunday: 10AM to 8PM

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Grateful Mind will undergo a detailed background investigation prior to being granted access to a Grateful Mind facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Grateful Mind pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Grateful Mind will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Grateful Mind will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Grateful Mind will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;

- viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
 - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Grateful Mind or the Commission.

Personnel Policies and Training

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

Grateful Mind 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 Grateful Mind 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

The Grateful Mind, LLC (“Grateful Mind”) will ensure that all employees hired to work at a Grateful Mind facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Grateful Mind’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of Grateful Mind’s current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Grateful Mind is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

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

As part of the Responsible Vendor Training Program, Grateful Mind's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practices.

QUALITY CONTROL AND TESTING

Quality Control

The Grateful Mind, LLC (“Grateful Mind”) will comply with the following sanitary requirements:

1. Any Grateful Mind agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Grateful Mind agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Grateful Mind’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Grateful Mind’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Grateful Mind’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Grateful Mind will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Grateful Mind’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Grateful Mind’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Grateful Mind’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Grateful Mind will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an

area containing products used in the cultivation of marijuana. Grateful Mind acknowledges and understands that the Commission may require Grateful Mind to demonstrate the intended and actual use of any toxic items found on Grateful Mind's premises;

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

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

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

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

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

Testing

Grateful Mind will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult

use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

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

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

Grateful Mind's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Grateful Mind acknowledges and understands that the Commission may require additional testing.

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

Grateful Mind will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Grateful Mind acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Grateful Mind's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Grateful Mind for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- **Corporate Records**

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

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

- **Business Records**

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

- Assets and liabilities;
- Monetary transactions;

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

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Grateful Mind and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Grateful Mind will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Grateful Mind will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana

plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

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

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

Policies and Procedures related to Grateful Mind's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of Grateful Mind's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);

- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Grateful Mind 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 Grateful Mind, 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 Grateful Mind's website.
- Policies and procedures for the handling of cash on Grateful Mind premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Grateful Mind shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), The Grateful Mind, LLC (“Grateful Mind”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Grateful Mind agent will immediately inspect the person’s proof of identification and determine the person’s age.

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

Pursuant to 935 CMR 500.105(4), Grateful Mind 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. Grateful Mind 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. Grateful Mind 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(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), Grateful Mind 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. Grateful Mind’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).

THE GRATEFUL MIND, LLC
Diversity Plan

I. INTENT

The Grateful Mind, LLC (“TGM”) is committed to creating a diverse workforce that does not discriminate based on race, color, religion, gender, national origin, age, disability (or perceived disability), pregnancy, genetic information, gender identity, sexual orientation, military or veteran status, ancestry, marital or familial status, or citizenship.

Furthermore, it is our belief that the more diverse and inclusive our team is the more successful TGM will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences and cultures.

II. PURPOSE

TGM’S Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the TGM’S goals. TGM’S Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure we are able to reach our goals described below. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands. Any actions taken, or programs instituted, by TGM will not violate the Cannabis Control Commission’s regulations with respect to limitations on ownership or control or other applicable state laws or regulations.

III. PROPOSED INITIATIVES, GOALS AND METRICS

Goal 1: Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce.

Proposed Initiative: As part of its hiring plan, TGM will seek to hire a workforce that is made up of at least 35% women, 10% described as minorities, 5% veterans, 5% people with disabilities, AND 15% LGBTQ+ individuals, with a goal to increase the number of individuals falling into these demographics working in the establishment. To achieve this goal, TGM will:

- Create gender-neutral job descriptions;
- Recruit from state and local employment staffing groups such as MassHire Greater Lowell Career Center, MassHire Framingham Career Center, and MassHire Metro North Career Center – Woburn;
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com;
- Participate in local hiring events and job fairs, at least two annually, including events held by the Massachusetts Cannabis Business Association (MassCBA);
- Attend community group meetings in and around Acton, at least two annually, to introduce TGM and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry; and

- Advertise our hiring needs on WickedLocal.com and Patch.com.

TGM will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. TGM will engage with community groups and leaders to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with TGM. To ensure that our workplace is an inclusive environment and to promote equity among our team, all hiring managers will undergo training to address bias and cultural sensitivity.

Metrics and Evaluation: TGM will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. TGM will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of TGM. TGM will assess and review its progress within a year of receiving its Provisional License from the Cannabis Control Commission and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, TGM will be able to demonstrate to the Commission the success of this initiative.

Goal 2: Create a safe, accepting and respectful work environment

Proposed Initiative: To accomplish this goal, TGM will require one annual cultural sensitivity training for all employees including specific training for employees in management positions. Employees will be asked to fill out annual engagement surveys which will elicit feedback on TGM's work environment. Employees will be able to provide feedback to TGM at any time through the use of an anonymous suggestion box outside management offices for any employee who wishes to leave a suggestion but remain anonymous when doing so. This box will remain locked, so any suggestions left inside cannot be tampered with.

Metrics and Evaluation: TGM will collect and consider the feedback from the surveys and suggestion box with a goal of having at least 85% of our employees describe TGM as a safe, accepting, and respectful work environment. All comments and feedback will be documented and reviewed by senior management staff. TGM will conduct engagement surveys annually and review the results of these surveys within a month of administering them. The suggestion box will be checked at least on a weekly basis by senior management. Senior management will identify the top 3-5 areas for improvement and, in collaboration with the TGM employees, develop goals (short and long term) on how to address those areas of development. This review of feedback and engagement surveys will enable TGM to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

Goal 3: Ensure that all participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

Proposed Initiative: To accomplish this goal, TGM will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; women, veterans, people with disabilities, and/or LGBTQ individuals (herein referred to as Plan Populations).

Metrics and Evaluation: TGM will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of services and members of its supply chain who meet this requirement. TGM will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of

the Plan Populations and give supplier contractor priority to these businesses. In order to target a diverse supplier base, TGM will post hiring needs in diverse publications such as a variety of web-based recruitment platforms and attend community group meetings, at least two annually, to introduce TGM and address the existing hiring needs to attract a diverse array of suppliers. TGM will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. During its engagement with community groups and leaders referenced in Goal 1, TGM will further identify ways in which to attract diverse supply chain candidates that may not otherwise be aware of employment opportunities with TGM. The availability of supply chain and service providing businesses that meet TGM's employee hiring goals may be limited, and TGM will likely have less opportunity to curate the demographics of those businesses. Specifically, we will seek to work with supply chain businesses and service providers who meet the following demographic goals: 20% women, 5% described as minorities, 5% veterans, 5% people with disabilities, and 10% LGBTQ+ individuals, with a goal to increase the number of individuals in the supply chain or providing services that fall into these categories over time. TGM will assess these percentages annually and will be able to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

IV. CONCLUSION

TGM will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Diversity Plan. Any actions taken, or programs instituted by TGM will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.