



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281880
Original Issued Date: 03/20/2020
Issued Date: 03/11/2021
Expiration Date: 03/20/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: 27 Broom Street, LLC

Phone Number: 413-335-6473 Email Address: sgrant@publicpolicylaw.com

Business Address 1: 26 Brookside Drive Business Address 2:

Business City: Feeding Hills Business State: MA Business Zip Code: 01030

Mailing Address 1: 26 Brookside Drive Mailing Address 2:

Mailing City: Feeding Hills Mailing State: MA Mailing Zip Code: 01030

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: 23 Percentage Of Control: 23

Role: Executive / Officer Other Role:

First Name: Christopher Last Name: Roos Suffix:

User Defined Gender:

Specify Race or Ethnicity:

Percentage Of Ownership: 2

Role: Executive / Officer

Other Role:

Last Name: Rosati

Suffix:

User Defined Gender:

Specify Race or Ethnicity:

Percentage Of Ownership: 23

Role: Executive / Officer

Other Role:

Last Name: Roos

Suffix:

User Defined Gender:

Specify Race or Ethnicity:

Percentage Of Ownership: 23

Role: Executive / Officer

Other Role:

Last Name: Rooke

Suffix:

User Defined Gender:

Specify Race or Ethnicity:

Percentage Of Ownership: 23

Role: Executive / Officer

Other Role:

Last Name: Chase

Suffix:

User Defined Gender:

Specify Race or Ethnicity:

No records found

No records found

Individual Contributing Capital 1

First Name: Christopher

Last Name: Roos

Suffix:

Types of Capital: Land

Other Type of Capital:

Total Value of the Capital Provided: \$350000

Percentage of Initial Capital: 25

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Mary Last Name: Roos Suffix:

Types of Capital: Land Other Type of Capital: Total Value of the Capital Provided: \$350000 Percentage of Initial Capital: 25

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Donald Last Name: Chase Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$700000 Percentage of Initial Capital: 50

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Christopher Last Name: Roos Suffix:

Marijuana Establishment Name: 27 Brooms Street, LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Plainfield Marijuana Establishment State: MA

Individual 2

First Name: Nicholas Last Name: Rosati Suffix:

Marijuana Establishment Name: 27 Broom Street, LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Plainfield Marijuana Establishment State: MA

Individual 3

First Name: Mary Last Name: Roos Suffix:

Marijuana Establishment Name: 27 Broom Street, LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Plainfield Marijuana Establishment State: MA

Individual 4

First Name: Timothy Last Name: Rooke Suffix:

Marijuana Establishment Name: 27 Broom Street, LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Plainfield Marijuana Establishment State: MA

Individual 5

First Name: Donald Last Name: Chase Suffix:

Marijuana Establishment Name: 27 Broom Street, LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Plainfield Marijuana Establishment State: MA

Individual 6

First Name: Donald Last Name: Reed Suffix:

Marijuana Establishment Name: 27 Broom Street, LLC Business Type: Marijuana Cultivator

Marijuana Establishment City: Plainfield Marijuana Establishment State: MA

Individual 7

First Name: Timothy Last Name: Rooke Suffix:

Marijuana Establishment Name: 27 Broom Street, LLC Business Type: Marijuana Cultivator

Marijuana Establishment City: Plainfield Marijuana Establishment State: MA

Individual 8

First Name: Mary Last Name: Roos Suffix:
Marijuana Establishment Name: 27 Broom Street, LLC Business Type: Marijuana Cultivator
Marijuana Establishment City: Plainfield Marijuana Establishment State: MA

Individual 9

First Name: Nicolas Last Name: Rosati Suffix:
Marijuana Establishment Name: 27 Broom Street, LLC Business Type: Marijuana Cultivator
Marijuana Establishment City: Plainfield Marijuana Establishment State: MA

Individual 10

First Name: Christopher Last Name: Roos Suffix:
Marijuana Establishment Name: 27 Broom Street, LLC Business Type: Marijuana Cultivator
Marijuana Establishment City: Plainfield Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 27 Broom Street, LLC
Establishment Address 2:
Establishment City: Plainfield Establishment Zip Code: 01070
Approximate square footage of the Establishment: 100000 How many abutters does this property have?: 9
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	27 Broom Street Community Outreach Attestation Plainfield.pdf	pdf	5c2647986f99f37acbf304fa	12/28/2018
Certification of Host Community Agreement	27 Broom St. Plainfield HCA Verification.pdf	pdf	5c2647bc01564f720c38028f	12/28/2018
Plan to Remain Compliant with Local Zoning	27 Broom Plan to Remain Compliant with Local Zoning Plainfield UPDATED.pdf	pdf	5d7be0630473c3226f35d466	09/13/2019

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.: \$1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	27 Broom Revised Plan for Positive Impact V4.pdf	pdf	5d7be07b629a272281d32b26	09/13/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
First Name: Christopher Last Name: Roos Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Other Role:
First Name: Nicholas Last Name: Rosati Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Other Role:
First Name: Mary Last Name: Roos Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Other Role:
First Name: Timothy Last Name: Rooke Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 5

Role: Other Role:
First Name: Donald Last Name: Chase 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
Articles of Organization	27 Broom Street Articles of Organization.pdf	pdf	5c2502c66f99f37acbf3037d	12/27/2018
Bylaws	27 Broom Bylaws.pdf	pdf	5c2502d272d0047a89d84751	12/27/2018
Department of Revenue - Certificate of Good standing	27 Broom DOR Cert of Good Standing 9.12.19.pdf	pdf	5d7be4943567ed1db89e31d5	09/13/2019
Secretary of Commonwealth - Certificate of Good Standing	27 Broom St SEC Certificate of Good Standing 9.13.19.pdf	pdf	5d7be4a338be9e227ac54acd	09/13/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	27 Broom SoS Cert.pdf	pdf	601988a66902113684c6cf65	02/02/2021
Department of Unemployment Assistance - Certificate of Good standing	27Broom cert of compliance DUA.pdf	pdf	601988a7fade7a35e9f2d392	02/02/2021
Department of Revenue - Certificate of Good standing	27 Broom DoR Cert.pdf	pdf	601988aa1c95e43696ccc450	02/02/2021

Massachusetts Business Identification Number: 001263845

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	27 Broom St. LLC Business Plan.pdf	pdf	5c2502ea72d0047a89d84755	12/27/2018
Plan for Liability Insurance	27 Broom Street Plan to Obtain Insurance.pdf	pdf	5c2503127341b97aa373212d	12/27/2018
Proposed Timeline	Updated Indoor Cultivation and PM Timeline 2021.pdf	pdf	60301a4115696807a4445f7b	02/19/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintaining of financial records	27 Broom Maintaining of Financial Records.pdf	pdf	60301b2b4768190803e1024a	02/19/2021
Personnel policies including background checks	27 Broom Personnel Policies.pdf	pdf	60301b2ce8348307b312baa6	02/19/2021
Prevention of diversion	27 Broom Dispensing Procedures.pdf	pdf	60301b2d425ec707cc816ea6	02/19/2021
Energy Compliance Plan	27 Broom Energy Compliance Plan.pdf	pdf	60301b2f4ec46c07be83b647	02/19/2021
Inventory procedures	27 Broom Inventory procedures summary.pdf	pdf	60301b307fa14107d403195c	02/19/2021
Qualifications and training	27 Broom Qualifications and Training.pdf	pdf	60301b5636fab307c9b2bc09	02/19/2021
Record Keeping procedures	27 Broom Record Keeping Procedure.pdf	pdf	60301ba858692907c581a414	02/19/2021
Policies and Procedures for cultivating.	27 Broom Policies and Procedures for Cultivating.pdf	pdf	60301baaffb50c07eaff90a0	02/19/2021
Prevention of diversion	27 Broom Prevention of Diversion.pdf	pdf	60301bab15696807a4445f89	02/19/2021
Quality control and testing	27 Broom Procedures for Quality Control and Testing.pdf	pdf	60301bacc9a47307e6f6ee73	02/19/2021
Storage of marijuana	27 Broom Storage of Marijuana.pdf	pdf	60301bb56ec5ac07fccbef52	02/19/2021

Transportation of marijuana	27 Broom Transportation of Marijuana.pdf	pdf	60301bbbc9a47307e6f6ee77	02/19/2021
Diversity plan	Diversity Plan 2021-2022.pdf	pdf	60301bbeb892bc07d32a52c8	02/19/2021
Restricting Access to age 21 and older	27 Broom Restricting Access to Age 21 or Older.pdf	pdf	60301bcab892bc07d32a52cc	02/19/2021
Security plan	27 Broom Security Procedure.pdf	pdf	60301bcf58692907c581a41c	02/19/2021

ATTESTATIONS

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

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

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

Notification: I 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 Agree

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 Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: See attached.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: See attached.

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 7:00 PM
Tuesday From: 7:00 AM	Tuesday To: 7:00 PM
Wednesday From: 7:00 AM	Wednesday To: 7:00 PM
Thursday From: 7:00 AM	Thursday To: 7:00 PM
Friday From: 7:00 AM	Friday To: 7:00 PM
Saturday From: 7:00 AM	Saturday To: 7:00 PM
Sunday From: 7:00 AM	Sunday To: 7:00 PM

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, Christopher E. Roos, (insert name) attest as an authorized representative of 27 Broom Street, 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 October 10, 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 October 1, 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 September 27, 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 September 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.

ing encumbrances of record
priority over said mortgage,
easements, improvements,

Dollar by certified or bank
order at the time and place of
bank check at Harmon Law
Massachusetts 02458, or by
Massachusetts 02461-0389,
e. Deed will be provided to
of the purchase price. The
mortgage shall control in the

is sale.
STAR MORTGAGE LLC D/B/A
ION MORTGAGE COMPANY
owner holder of said mortgage

By its Attorneys,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(617) 558-0500
201507-0160 - TEA

today.

Legals

LEGAL NOTICE

Dear Abuser,

Notice is hereby given that
Community Outreach Meeting for a
proposed Marijuana Establishment
is scheduled for Wednesday,
October 10, 2018 at 7:00 pm at
Plainfield Town Hall, 304 Main
Street Plainfield, MA 01070. The
proposed Marijuana Cultivation and
Product Manufacturer is anticipated
to be located at 27 Broom Street,
Plainfield, MA 01070. There will be
an opportunity for the public to ask
questions.

October

19314



Brian Hawthorne <bhawthorne@town.plainfield.ma.us>

Attachment B

Filing Notice for Community Outreach Meeting

8 messages

Jonathan Capano <jcapano@publicpolicylaw.com>

Wed, Sep 26, 2018 at 3:34 PM

To: "townclerk@town.plainfield.ma.us" <townclerk@town.plainfield.ma.us>, "bhawthorne@town.plainfield.ma.us" <bhawthorne@town.plainfield.ma.us>

Cc: Jennifer Crawford <JCrawford@publicpolicylaw.com>, christopher e roos <christophereroos@yahoo.com>

Good afternoon,

I am looking to file notice with the Town Clerk and the Planning Board for a Community Outreach Meeting. The notice is in regard to the Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, October 10, 2018 at 7:00 pm at Plainfield Town Hall, 304 Main Street Plainfield, MA 01070. The proposed Marijuana Cultivation and Product Manufacturer is anticipated to be located at 27 Broom Street, Plainfield, MA 01070. There will be an opportunity for the public to ask questions. Attached, please find the notice that was mailed to the abutters within 300 feet of this property and will appear in the Daily Hampshire Gazette seven days prior to the meeting.

Please contact me if there is different form of communication necessary to have this notice officially filed with the Town of Plainfield. Thank you for your courtesy and attention to this matter.

Jonathan Capano

Legal Intern

Smith, Costello & Crawford

Public Policy Law Group.

50 Congress Street, Suite 420

Boston, MA 02109

O: 617-523-0600

www.publicpolicylaw.com

Received
9/27/2018
6:25 P.M.
by Town Clerk
Ruth Osgood

IMPORTANT

This email and any attached documents are confidential; intended only for the named recipient(s) and may contain information that is privileged or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that distribution, dissemination or copying this message is strictly prohibited. If you receive this message in error, or are not the intended recipient, please notify the sender at the email address above and delete this email from your computer.

Attachment
B

September 26, 2018

Dear Sir or Madam,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, October 10, 2018 at 7:00 pm at Plainfield Town Hall, 304 Main Street Plainfield, MA 01070. The proposed Marijuana Cultivation and Product Manufacturer is anticipated to be located at 27 Broom Street, Plainfield, MA 01070. There will be an opportunity for the public to ask questions.

Attachment C

September 26, 2018

Dear Sir or Madam,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, October 10, 2018 at 7:00 pm at Plainfield Town Hall, 304 Main Street Plainfield, MA 01070. The proposed Marijuana Cultivation and Product Manufacturer is anticipated to be located at 27 Broom Street, Plainfield, MA 01070. There will be an opportunity for the public to ask questions.

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, Christopher E. Roos, (*insert name*) certify as an authorized representative of 27 Broom Street LLC. (*insert name of applicant*) that the applicant has executed a host community agreement with the Town of Plainfield, Massachusetts (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on May 8, 2018 (*insert date*).

Christopher E. Roos

Signature of Authorized Representative of Applicant

Host Community

I, Howard Bronstein, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Plainfield (*insert name of host community*) to certify that the applicant and the Town of Plainfield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on May 8, 2018 (*insert date*).

Howard Bronstein

Signature of Contracting Authority or
Authorized Representative of Host Community

Plan to Remain Compliant with Local Zoning

The purpose of this plan is to outline how 27 Broom Street, LLC, (“27 Broom”) is and will remain in compliance with local codes, ordinances and bylaws for the physical address of the cultivation site at 27 Broom Street, Plainfield, MA, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana. 27 Broom Street is located in R2 Zoning District and properly zoned pursuant to the Zoning and General Bylaws of Plainfield. The Plainfield Zoning Board of Appeals held a Public Hearing on Thursday, October 18, 2018 to consider the application of 27 Broom Street LLC for a Special Permit, as required under Section 4.2 of the Plainfield Zoning By-laws. The Plainfield Select Board held a meeting on February 26, 2019 to approve the zoning board appeals decision to grant 27 Broom’s application for a special permit.

In addition to 27 Broom remaining compliant with existing Zoning Ordinances; 27 Broom will continuously engage with Town of Plainfield officials to remain up to date with local zoning ordinances to remain fully compliant.

From: [Sira Grant](#)
To: townclerk@town.plainfield.ma.us
Subject: 27 Broom Street Municipal Cost Letter
Date: Monday, January 11, 2021 10:44:00 AM
Attachments: [27 Broom Municipal Cost Request Plainfield.pdf](#)

Good morning,

Attached please find a letter to the Town regarding 27 Broom Street, LLC's Marijuana Establishment license renewal with the Cannabis Control Commission. If you have any questions, please do not hesitate to reach out.

Sincerely,

Sira

Sira R. Grant, Esq.

Senior Associate

Smith, Costello & Crawford

Public Policy Law Group.

One State Street, 15th Floor

Boston, MA 02109

O: 617-523-0600

M: 978-979-6484

www.publicpolicylaw.com

January 11, 2020

Ruth Osgood, Town Clerk
Town of Plainfield
304 Main Street
Plainfield, MA 01070

RE: 27 Broom Street, LLC Cultivator and Product Manufacturer Marijuana Establishments
Licenses

Dear Ms. Osgood,

As you know, 27 Broom Street, LLC ("27 Broom") currently holds Cultivator and Product Manufacturer Marijuana Establishment licenses located at 27 Broom Street in Plainfield. Pursuant to 935 CMR 500.103(4), 27 Broom must submit an application for the annual renewal of its license to operate in Plainfield to the Cannabis Control Commission ("CCC"). As a condition of that renewal, the CCC has required that we request from Plainfield, our host community, the records of any cost to the city anticipated or actual, resulting from the operation of our Marijuana Establishments.

In order to comply with this condition of our renewal, we are submitting to your office our formal request for records of any cost incurred by the Town of Plainfield over the past year as a result of our operations. Please send any documentation to by mail or e-mail to:

27 Broom Street, LLC
c/o Sira Grant, Esq.
Smith, Costello & Crawford
One State Street, 15th Floor
Boston, MA 02109
sgrant@publicpolicylaw.com

Please note 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 shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26. We thank you for your attention to this matter. Please do not hesitate to reach out should you have any questions.

Sincerely,



Sira R. Grant, Esq.

Affidavit of No Response to Municipal Cost Letter

I, Christopher E. Roos, as Manager of 27 Broom Street, LLC hereby certify that on February 9, 2021, 27 Broom Street, LLC sent formal notice to the Town of Plainfield requesting from our host community records of any cost to the city or town reasonably related to the operation of the establishment. As of January 22, 2021, 27 Broom Street, LLC has not received a response from the Town of Plainfield related to this request.

Roos
(NAME)

Christopher E. Roos

2/12/2021
Date

STATE OF MA

COUNTY OF Berkshire

On this 12 day of Feb, 2021, before me, the undersigned notary public, personally appeared CHRISTOPHER ROOS satisfactory evidence of identification, which was a DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

 **JAMES L. WALLACE**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 1, 2027

(official signature and seal of notary)

My commission expires:

7/1/27

Wallace



Plan for Positive Impact

INTENT

Cannabis prohibition has disproportionately impacted certain communities in Massachusetts. As the Commonwealth begins to embrace the adult-use cannabis industry in earnest, 27 Broom St. LLC (“27 BROOM”) recognizes that it has a responsibility to contribute to the communities in which it does business and the surrounding areas in need. 27 BROOM will focus its time and resources on Springfield and/or Pittsfield, which is located not far from its proposed facility site in Plainfield and which has been identified by the Commission as an area of disproportionate impact. 27 BROOM is fully committed to ensuring that it is making positive and lasting contributions to areas of disproportionate impact.

PURPOSE

The purpose of this document is to summarize 27 BROOM’s plan to ensure our business creates positive and lasting impacts on the communities in which it will be involved.

27 BROOM is committed to fostering positive relationships within the community and endeavoring to identify ways in which to give back. 27 BROOM will utilize our resources, including time, talent and monies, to provide assistance to those who may be underserved and/or in need. We will achieve these goals through charitable giving, volunteer time and community engagement.

INITIATIVES AND METRICS

27 BROOM will implement the following initiatives to assist those communities that have been disproportionately impacted.

Proposed Initiative: 27 BROOM will make a minimum annual financial contribution of \$5,000 to the Commission’s Social Equity Training and Technical Assistance Fund.

Goal: 27 BROOM will make an annual contribution to the Social Equity Training and Technical Assistance Fund in the amount of \$5,000 which will in turn support Social Equity and Economic Empowerment applicants.

Metrics: 27 BROOM will maintain a record of its annual donations to the Cannabis Social Equity Loan Trust Fund. 27 BROOM will keep records of feedback that we receive relative to the impact of our contributions, if any. This will in turn help us make decisions about adjustments that need to be made in the future. These metrics will be outlined in a comprehensive report that will be completed 60 days prior to our annual license renewal to the Cannabis Control Commission.

Proposed Initiative: 27 BROOM believes that the recreational cannabis industry in Massachusetts will drive economic growth for the state by increasing overall job creation and taxable revenue. 27 BROOM will work diligently to attract and hire local qualified talent from

27 Broom St. LLC
Application of Intent

areas of disproportionate impact in Springfield, Pittsfield, or individuals who have been disproportionately harmed by marijuana prohibition. These individuals will be given priority in the hiring process for open positions of employment. Management of 27 BROOM will attend community job fairs, at least one annually, in Springfield with the intent of garnering employment interest and applications from residents in areas of disproportionate impact. If permissible under 935 CMR 500.105(4)(b), management will post employment opportunity advertisements in Springfield newspapers, and bulletin boards in local stores, places of worship, and City municipal buildings where permitted to attract a variety of local job applicant interest. 27 BROOM 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.

Goal: 27 BROOM will attract individuals from areas of disproportionate in order to ensure inclusion in the legal cannabis industry with a goal of hiring 15% of our employees from Commission-designated areas or populations of disproportionate impact.

Metrics: 27 BROOM will track the number of community job fairs attended in Springfield and/or Pittsfield, at least one annually, and the number of employees hired that are past or present residents of areas of the geographic “areas of disproportionate impact” as defined by the Commission, are Massachusetts residents who have past drug convictions, or are Massachusetts residents with parents or spouses who have drug convictions. Given Plainfield’s geographic location, 27 BROOM will focus its efforts on hiring Massachusetts residents who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions. These records will allow 27 BROOM to demonstrate progress toward its goals to the Commission upon the annual renewal of its license. These metrics will be outlined in a comprehensive report that will be completed 60 days prior to our annual license renewal to the Cannabis Control Commission.

Proposed Initiative: 27 BROOM will commit to provide all employees with paid time to participate in a minimum of 8 hours per year in neighborhood clean-up initiative that serves identified areas of disproportionate impact. 27 BROOM will focus their clean-ups in Springfield and/or Pittsfield.

Goal: 27 BROOM is committed to serving communities that have been disproportionately impacted by serving individuals and organization through the contribution of employee volunteer time courtesy of the company.

Metrics: 27 BROOM will maintain records of each employee who participates in the neighborhood clean-up program and the number of hours contributed by each employee with a goal of donating 8 hours per employee per year. 27 BROOM will have a goal of 85 % participation in the neighborhood clean-up program by its employees each calendar year. 27 BROOM will host two clean-up days annually, one in the Spring and one in the Fall. 27 BROOM will then solicit feedback from each employee to learn about their experiences and determine whether adjustments should be made in the future with regards to this program. These metrics will be outlined in a comprehensive report that

will be completed 60 days prior to our annual license renewal to the Cannabis Control Commission.

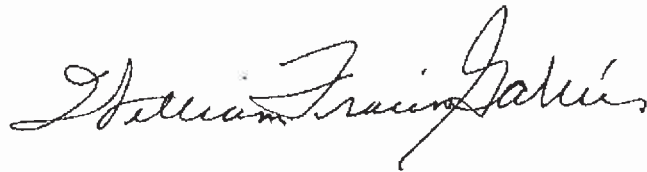
CONCLUSION

27 BROOM 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 Plan for Positive Impact. 27 BROOM will receive confirmation from an organization that it can receive a donation or work with the marijuana establishment in furthering its goals. Letters from the organizations will be attached and included in 27 BROOM's Plan for Positive Impact on file at its marijuana establishment. It is important to note that no specific organizations are currently a part of this Plan; however, 27 BROOM will adhere to this acknowledgement should it retool its policies and procedures in the future and in consultation with the Commission. Any actions taken, or programs instituted by 27 BROOM will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

THE COMMONWEALTH OF MASSACHUSETTS

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

March 08, 2017 02:01 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization
 (General Laws, Chapter)

Identification Number: 001263845

1. The exact name of the limited liability company is: 27 BROOM STREET, LLC

2a. Location of its principal office:

No. and Street: 26 BROOKSIDE DRIVE
 City or Town: FEEDING HILLS State: MA Zip: 01030 Country: USA

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

No. and Street: 26 BROOKSIDE DRIVE
 City or Town: FEEDING HILLS State: MA Zip: 01030 Country: USA

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

TO OWN, LEASE AND MANAGE REAL ESTATE, TO ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERETO, AND TO ENGAGE IN ANY OTHER ACTIVITIES IN WHICH A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MELANIE J. O'KEEFE
 No. and Street: 8 CARDINAL LANE
 City or Town: ORLEANS State: MA Zip: 02653 Country: USA

I, MELANIE J. O'KEEFE 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	CHRISTOPHER ROOS	26 BROOKSIDE DRIVE FEEDING HILLS, MA 01030 USA
MANAGER	CHRISTOPHER EMMET ROOS	268 FORREST HILLS ROAD SPRINGFIELD, MA 01128 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	CHRISTOPHER EMMET ROOS	268 FORREST HILLS ROAD SPRINGFIELD, MA 01128 USA
SOC SIGNATORY	CHRISTOPHER ROOS	26 BROOKSIDE DRIVE FEEDING HILLS, MA 01030 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CHRISTOPHER ROOS	26 BROOKSIDE DRIVE FEEDING HILLS, MA 01030 USA
REAL PROPERTY	CHRISTOPHER EMMET ROOS	268 FORREST HILLS ROAD SPRINGFIELD, MA 01128 USA

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of March, 2017,
CHRISTOPHER ROOS**

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

OPERATING AGREEMENT FOR
27 BROOM STREET, LLC

A Massachusetts Limited Liability Company

This Operating Agreement is made as of this 8th day of March, 2017, among the persons executing this Operating Agreement as members of 27 BROOM STREET, LLC, a Massachusetts limited liability company (the "Company"), and all of those who shall later be admitted as members (individually, a "Member") and collectively, the "Members").

WHEREAS, the Members formed the Company pursuant to the Massachusetts Limited Liability Company Act, Chapter 156C of the Massachusetts General Laws (as amended from time to time, the "Act"); and

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

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the Members hereto hereby agree as follows:

ARTICLE 1
ORGANIZATION

1.1 **Formation.** The Company has been organized as a Massachusetts Limited Liability Company pursuant to the Act by the filing of the Certificate of Organization ("Certificate") with the Secretary of State of the Commonwealth of Massachusetts as required by the Act.

1.2 **Name.** The name of the Company is 27 BROOM STREET, LLC. The Company may also conduct its business under one or more assumed names.

1.3 **Purposes.** The Company's business is to own, lease and manage real estate, to engage in any activities directly or indirectly related or incidental thereto, and to engage in any other activity in which a limited liability company organized under the laws of the Commonwealth of Massachusetts may lawfully engage.

1.4 **Duration.** The Company shall continue in existence for the period fixed in the Certificate for the duration of the Company or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

1.5 **Registered Office and Resident Agent.** The Registered Office and Resident Agent of the Company shall be as designated in the initial or amended Certificate. The Registered Office and/or Resident Agent may be changed from time to time by the Manager. Any such change shall be made in accordance with the Act. If the Resident Agent resigns, the Manager shall promptly appoint a successor.

1.6 **Intention for Company.** The Members have formed the Company as a limited liability company under the Act. The Members specifically intend and agree that the Company not be a partnership (including a limited partnership) or any other venture, but a limited liability company under and pursuant to the Act. No Member shall be construed to be a partner in the Company or a partner of any other Member or person and the Certificate, this Operating Agreement, and the relationships created by and arising from them shall not be construed to suggest otherwise.

ARTICLE 2
BOOKS, RECORDS AND ACCOUNTING

2.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act. Such books and records shall be kept at the Company's Registered Office.

2.2 Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year. The particular accounting methods and principals to be followed by the Company shall be selected by the Members from time to time.

2.3 Tax Matters Partner. Christopher Roos shall be the "tax matters partner" for purposes of Sections 6221-6233 of the Internal Revenue Code.

2.5 Reports. The Members shall receive from the Company reports concerning the financial condition and results of operation of the Company and the Members' Capital Accounts. Such reports shall be provided at least annually, as soon as practicable after the end of each calendar year, and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction, and credit.

2.6. Member's Accounts. The Company shall maintain separate Capital Accounts for each Member. Each Member's Capital Account shall reflect the Member's capital contributions and shall be:

- (i) credited with all payments made to the Company 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 fair market value of such property, net of liabilities secured by such property and assumed by the Company 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 Company;
- (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 Company, by the 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 Company; and
- (iii) otherwise appropriately adjusted to reflect transactions of the Company and the Members.

The Capital Accounts and adjustments thereto (including the determination of the amounts, character and timing thereof) are intended to comply with applicable Regulations promulgated under Section 704(b) of the Internal Revenue Code and shall be interpreted and applied in a manner consistent with such Regulations.

ARTICLE 3
CAPITAL CONTRIBUTIONS

3.1 Initial Commitments and Contributions. By executing this Operating Agreement the initial Members agree to make the capital contributions set forth in the initial Admission Agreement attached hereto as Exhibit A. The Members' interests in the total capital of the Company (the Members' "Sharing Ratios," adjusted from time to time to reflect changes in the Capital Accounts of the Members and the total capital in the Company) are also set forth in Exhibit A. Any additional Member (other than an assignee of a Membership interest who has been admitted as a Member) shall make the capital contribution set forth in an Admission Agreement. No interest shall accrue on any capital contribution and no Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Operating Agreement.

3.2 Additional Contributions. No additional capital contributions shall be required of any Member except under terms and conditions unanimously agreed to by the Members.

ARTICLE 4 ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocations. Except as may be required by the Internal Revenue Code (including, without limitation, Section 704(c) of the Code in the case of property contributed by a member), or by this Operating Agreement, the Company's net profits, net losses, and other items of income, gain, loss, deduction, and credit shall be allocated among the Members in accordance with each Member's Sharing Ratio. Notwithstanding the foregoing, any gain resulting from any sale of any substantial holding in real estate or an interest in real estate by the Company or in any sale of all or substantially all of the Company's assets shall be allocated to Members having negative balances in their Capital Accounts in amounts sufficient to increase their Capital Accounts to zero, and any loss resulting from such a sale shall be allocated to Members having positive balances in their Capital Accounts in amounts sufficient to reduce their Capital Accounts to zero. Any remaining gain or loss from any such sale shall be allocated to Members in accordance with their Sharing Ratios.

4.2 Distributions. The Company may make distributions to the Members from time to time. Distributions may be made only after the Manager determines, in his or her discretion, that the Company has cash on hand exceeding the Company's current and anticipated needs (including operating expenses, debt service, acquisitions, and reserves, if any.) Except as otherwise provided in this Agreement, all distributions shall be made to the Members in accordance with their Sharing Ratios. Distributions shall be in cash or property, or both, as the Manager determines. No distribution shall be declared or made if, after giving it effect, (a) the Company would not be able to pay its debts as they became due in the usual course of business, or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy on dissolution the preferential rights of other Members that are superior to the rights of the Members receiving the distribution.

ARTICLE 5 DISPOSITION OF MEMBERSHIP INTERESTS

5.1 General. Every sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other disposition, including without limitation a gift or a transfer incident to a divorce (a "Transfer") of any Membership interest shall be made only in compliance with this Article 5. No Membership interest shall be transferred if (a) the transfer would cause a termination of the Company under Section 708 of the Internal Revenue Code (unless the Company shall have first received an opinion from tax counsel to the Company that such termination would have no adverse tax impact on the Company or any Member); (b) the disposition would not comply with applicable state and federal securities laws and regulations; or (c) the assignee of the Membership interest fails to provide the

Company with the information and agreements that the Members may require in connection with such a Transfer, including those required by Section 5.4. Any attempted transfer of a Membership interest in violation of this Article 5 is void.

5.2 Permitted Transfers. No Member shall suffer or permit any Transfer of all or any part of his, her, or its interest of the Company without, in each instance, obtaining advance written approval of the Manager, or if the Transferring Member is the Manager, by a majority in interest of Sharing Ratios held by all non-Transferring Members (a "Permitted Transfer"), which approval is wholly within the discretion of the Manager or the non-Transferring Members, as the case may be. Notwithstanding the foregoing, a Member may, without the consent of any manager or other Member, Transfer all or any part of his, her or its Membership interest to any brother, sister, parent, nephew, niece or lineal descendant of any member or to a trust exclusively for the benefit of one or more such family members..

The transfer of a Membership interest does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent validly assigned, the distributions to which the assigning Member would otherwise be entitled.

5.3 Admission of Substitute Members. An assignee of a Membership interest shall be admitted as a substitute Member and shall be entitled to all the rights and powers of the assignor only with the written consent of a least two-thirds of the Sharing Ratios held by non-assigning Members. If admitted, the substitute Member has, to the extent assigned, all of the rights, powers, restrictions, and liabilities of a Member.

5.4 Obligations of Substitute Members or Assignees. A person shall not be admitted as a Member of a Company or become an assignee of an interest or other rights or powers of a Member until such person (or a representative authorized by such person in writing) executes the Operating Agreement or any other writing evidencing the intent such person to become a Member or assignee and to be bound by all the provisions of this Operating Agreement.

5.5 Right of First Refusal. In the event that any Member desires to Transfer his or her Membership Interest in whole or in part during his or her lifetime (other than a Permitted Transfer), such Member must first make a written offer to sell the Membership Interest to the Company and/or the other Members. The Company and/or the other Members shall have ninety (90) days after the date of receipt of the offer in which to elect to purchase the offered Membership Interest. If an election to purchase is made, written notice of the election must be delivered to the transferring Member within the sixty (60) day period. The purchase price for the Membership Interest (the "Company Price") shall be its appraised value as of the date of the offer, as determined by an independent third party appraiser selected by agreement of the Majority Members, such determination to be final and binding upon all Members. If neither the Company nor the other Members elects to purchase the Membership Interest, then the transferring Member may Transfer his Membership Interest within the ninety (90) day period following notification thereof, provided that the transfer price and terms shall be at least as favorable to the transferring Member as the Company Price. If the transferring Member obtains an offer to purchase his or her Membership Interest, such transferring Member shall advise the Company and the other Members and the Company and/or the other Members shall have the further right to purchase said Membership Interest upon the same terms and conditions of said offer (including purchase price). Notice of the Company's and/or Member's exercise of such right to purchase to be given to the transferring Member within ten (10) days of receipt of notice of said offer. If neither the Company nor the other Members elects to purchase the Membership Interest, the closing of such purchase shall take place no later than thirty (30) days after such election. Payment of the Company Price may be payable in cash, by means of a negotiable promissory note ("Note"), or a combination thereof, as may be agreed by the transferring

Member, such Note to have a maturity date not greater than five (5) years, provide for monthly payments of interest and principal during the term of such Note at the per annum percentage rate equal to the "Prime Rate", as appearing from time to time in the Wall Street Journal on a five (5) year amortization schedule, plus one percent (1.0%), and otherwise be on terms and conditions acceptable to the Company and/or the other Members and the transferring Member. Each transferring Member agrees that upon receipt of cash, a Note or a combination thereof in full payment for his or her Membership Interest, such transferring Member (or his or her legal representative) shall execute and deliver to the Company and/or the other Members all documents that are required to transfer the Membership Interest in accordance with this Operating Agreement. In the event that any Membership Interest being purchased pursuant to this Section 5 is being purchased by the other Members of the Company and not the Company itself, the purchase of the Membership Interest shall be allocated equally between all of the Members desiring to purchase such Membership Interest.

5.6 Option to Purchase. In the event that any Member attempts to make a Transfer (including a Transfer upon death) that is not a Permitted Transfer, the Company and/or the other Members shall have the option to purchase all of such Membership Interest for the Company Price in accordance with the terms of Section 5.5 hereof. Each Member agrees that all Membership Interest owned by him or her at the time of death that are not transferred in compliance with this Operating Agreement shall be sold and transferred by the legal representative of his or her estate in accordance with the terms hereof.

ARTICLE 6 MANAGEMENT AND MEETINGS

6.1 Manager. Except for situations in which the approval of the Members is required by the Act or this Agreement, the Company shall be managed and controlled by a Manager. The initial Managers are Christopher Roos and Christopher Emmet Roos. Additional Managers may be appointed at any time by written appointment by the Manager.

6.2 Authority of Manager. The business of the Company shall be managed by and under the direction of the Manager, who may exercise all such powers of the Company and do all such lawful acts and things (including specifically but not by way of limitation the power to engage attorneys, accountants, and other service providers on behalf of the Company) as are not by the Act or by this Agreement directed or required to be exercised or done by the Members. It is intended that the powers and authority of the Manager shall be substantially the same as the powers and authority of a general partner in a limited partnership formed under the laws of The Commonwealth of Massachusetts. Notwithstanding the above, the Manager may not do or permit to be done any of the following without the approval of a majority of the Sharing Ratios of the Members:

- (i) Any act or thing which the Act or this Agreement requires to be approved, consented to or authorized by the Members;
- (ii) Voluntarily cause the dissolution of the Company;
- (iii) Amend the Certificate or this Agreement except as provided in Section 6.5 below; or
- (iv) Sell all or a significant part of the Company's assets, or engage in any material recapitalization or merger.

6.3 Approval Required. If there is more than one Manager, they shall act by a majority of their number.

6.4 Compensation of Managers. Unless otherwise expressly approved by the Members, Members who are Managers shall not be entitled to any compensation for services or activities undertaken in their capacity as Managers.

6.5 Amendment of Certificate or Agreement. The Managers shall have the duty and authority to amend the Certificate to the extent necessary to reflect any action duly taken by the Members.

6.6 Voting. All Members shall be entitled to vote on any matter concerning the Company's business which is expressly reserved to them by the Act or this Agreement. Unless a greater vote is required by the Act or this Agreement, the affirmative vote or consent of a majority of the Sharing Ratios of all the Members entitled to vote or consent on such matters is required for any action to be taken by Members.

6.7 Meetings. An annual meeting of Members for the transaction of such business as may properly come before the meeting shall be held at the time, date and place that the Members shall determine. Special meetings of Members for any proper purpose or purposes may be called at any time by the holders of at least fifty percent (50%) of the Sharing Ratios of all Members. The Company shall deliver or mail written notice stating the date, time, place, and purpose(s) of any meeting to each Member entitled to vote at the meeting. The notice shall be given not less than ten (10) or more than sixty (60) days before the meeting date.

6.8 Consent. Any action required or permitted to be taken at an annual or special meeting of the Members may be taken by consent without a meeting, prior notice, or a vote. The consent must be in writing, set forth the action taken, and be signed by the Members having at least the minimum amount of Sharing Ratios necessary to authorize or take such an action at a meeting at which all Membership interests entitled to vote on the action are present and voting. Every written consent shall also bear the date signifying when each Member signed the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who did not consent in writing to the action.

6.9 Admission of Additional Members. Additional Members may be admitted to the Company if agreed to by all Members.

6.10 Priorities. No Member shall have any rights or priority over any other Members as to contributions or as to distributions or compensation by way of income.

6.11. Continuation of the Company. The Members may continue the business of the Company upon the occurrence of any event which constitutes an event of dissolution of an Company under the Act by electing to do so within ninety (90) days after the occurrence of any of such event. Any such election shall be made by the members by action of the holders of more than fifty percent (50%) in Percentage Interests.

ARTICLE 7

EXCULPATION OF LIABILITY; INDEMNIFICATION

7.1 Exculpation of Liability. Unless otherwise provided by law or expressly assumed, no Member or Manager shall be liable for the acts, debts, or liabilities of the Company.

7.2 Indemnification.

(a) Nonderivative Actions. Subject to all of the other provisions of Article 7, the Company shall indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, formal or informal (other than an action by or in the right of the Company), by reason of the fact that the person is or was a Member or a Manager of the Company against expense (including actual and reasonable attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him, her or it in connection with such action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the Company or its Members, and with respect to any criminal action or proceeding, if the person had not reasonable cause to believe his, her or its conduct was unlawful.

(b) Derivative Actions. Subject to all of the other provisions of Article 7, the Company shall indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was a Member or a Manager of the Company, against expenses (including actual and reasonable attorney fees) and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the Company or its Members. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the Company unless, and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability, the person is fairly and reasonably entitled to indemnification for the reasonable expenses incurred.

(c) Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 7.2(a), or 7.2(b) of this Operating Agreement or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against actual and reasonable expenses (including attorney fees) incurred by the person in connection with the action, suit, or proceeding and any action, suit, or proceeding brought to enforce the mandatory indemnification provided by this Article.

(d) Determination that Indemnification Is Proper. Any indemnification under sections 7.2(a) or 7.2(b) of this Operating Agreement (unless ordered by a court) shall be made by the Company only as authorized in the specific case (1) when it is determined that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 7.2(a) or 7.2(b), whichever is applicable, and (2) on an evaluation of the reasonableness of expenses and amounts paid in settlement. The determination and evaluation shall be made by a majority vote of the Sharing Ratios of Members who are not parties or threatened to be made parties to the action, suit, or proceeding.

(e) Proportionate Indemnity. If a person is entitled to indemnification under sections 7.2(a) or 7.2(b) of this Operating Agreement for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Company shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

(f) Expense Advance. The Company may pay or reimburse the reasonable expenses incurred by a person referred to in section 7.2(a) or 7.2(b) of this Operating Agreement who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply:

- (1) The person furnishes the Company written affirmation of his, her or its good faith belief that he, she, or it has met the applicable standard of conduct set forth in sections 7.2(a) or

7.2(b);

- (2) The person furnishes the Company a written undertaking executed personally to repay the advance if it is ultimately determined that he, she, or it did not meet the standard of conduct; and
- (3) A determination is made that the facts then known to those making the determination would not preclude indemnification under sections 7.2(a) or 7.2(b). The authorization of payment must be made in the manner specified in section 7.2(d). The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

ARTICLE 8 DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events: (a) at any time or on the happening of any event specified in the Certificate or this Operating Agreement; or (b) by the unanimous consent of all the Members.

8.2 Winding Up. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed first to creditors, to the extent permitted by law, in order to satisfy Company debts, liabilities, and obligations, and then to Members and former Members. Distributions to Members and former Members shall be made:

- (i) First, to the Members, in amounts sufficient to reduce the Members' Capital Accounts to zero, in proportion to the positive balances in such Capital Accounts (after reflecting in such Capital Accounts all adjustments thereto necessitated by all other Company transactions).
- (ii) Second, any balance to the Members in proportion to their respective Sharing Ratios.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person or persons, firm, or corporation may in the context require.

9.2 Article Headings. The article headings contained in this Operating Agreement have been inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit, or describe the scope or intent of any provision of this Operating Agreement.

9.3 Counterparts. This Operating Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same.

9.4 Entire Agreement. This Operating Agreement constitutes the entire agreement among the parties and contains all of the agreements between the parties with respect to the subject matter. This Operating Agreement supersedes any and all other agreements, either oral or written, between the parties

with respect to the subject matter.

9.5 Severability. The invalidity or unenforceability of any particular provision of this Operating Agreement shall not affect the other provisions, and this Operating Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendment. This Agreement may be amended at any time by a written agreement executed by Members whose Sharing Ratios exceed fifty percent (50%). Notwithstanding the foregoing any amendment to Section 3 or this Section 9.6 shall require approval in writing signed by all the Members holding Sharing Ratios.

9.7 Notices. Any notice permitted or required under this Operating Agreement shall be conveyed to the party at the address reflected in this Operating Agreement (or to any address to which the Member has notified the Company as being his, her, or its current address) and will be deemed to have been given when deposited in the United States mail, postage paid, or when delivered in person, by courier, or by facsimile transmission.

9.8 Binding Effect. Subject to the provisions of this Operating Agreement relating to transferability, this Operating Agreement shall be binding on and shall inure to the benefit of the parties and their respective distributees, heirs, successors and assigns.

9.9 Other Business. Any Member may engage in and possess interest in other business ventures of every kind and description, independently or with others. Neither the Company nor the other Members shall have any rights in or to such ventures or the income or profits therefrom.

9.10 Governing Law. This Operating Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

The parties hereto have executed his Operating Agreement on the dates set below their names to be effective on the date listed on the first page of this Operating Agreement.

MEMBERS:

Dated: 3-7-17

Christopher Roos
Christopher Roos

Dated: 3-7-17

Mary Joan Lynn Roos
Mary Joan Lynn Roos

Dated: 3/7/17

Christopher Roos
Christopher Emmet Roos

Dated: 3/7/17

Sarah Roos
Sarah Elizabeth Roos

EXHIBIT "A"

27 BROOM STREET, LLC

Admission Agreement

<u>Initial Members</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Christopher Roos 26 Brookside Drive Feeding Hills, MA 01030	\$100	25%
Mary Joan Lynn Roos 26 Brookside Drive Feeding Hills, MA 01030	\$100	25%
Christopher Emmet Roos 268 Forrest Hills Road Springfield, MA 01128	\$100	25%
Sarah Elizabeth Roos 47 Belmont Avenue Enfield, CT 06082	\$100	25%

UNANIMOUS CONSENT OF THE MEMBERS OF
27 BROOM STREET, LLC

The Certificate of Organization was filed with Massachusetts Secretary of State on March 8, 2017.

The undersigned, being all of the members of **27 BROOM STREET, LLC**, a Massachusetts limited liability company (the "LLC"), hereby consent to the adoption of the following resolutions.

1. **Adoption of Operating Agreement**

Chapter 156C of the Massachusetts General Laws provides that the members of a limited liability company may enter into an Operating Agreement which may control the operation of such limited liability company and that management of the limited liability company may be conducted by the members. The members of the LLC desire to enter into an Operating Agreement according to the terms and conditions of the proposed agreement which is attached to these minutes as "Exhibit A" which will facilitate and govern the operation of the LLC. Therefore, the following resolution is unanimously adopted:

RESOLVED, that the members, each individually and as a member of the LLC, hereby adopt as the LLC's Operating Agreement the form attached to these Minutes as "Exhibit A" and incorporated herein by reference. The operation of the LLC shall be governed by the terms of said Agreement (and, as it may later be amended).

2. **Confirmation of Certificate of Organization**

The following resolution confirming all the terms and provisions contained in the Certificate of Organization is unanimously adopted

RESOLVED, that the Certificate of Organization, as filed with the Massachusetts Secretary of State is hereby affirmed as being the Certificate of Organization of the LLC.

3. **Authorization of Managers**

RESOLVED, that Christopher Roos and Christopher Emmet Roos, each in their capacity as Managers of the LLC, are hereby authorized to execute any and all documents executed in the conduct of the business of the LLC including, but not limited to, contracts, checks, deeds, mortgages, and other such documents.

4. **Employer Identification Number**

RESOLVED, that Christopher Roos, in his capacity as a Manager of the LLC, is hereby authorized to apply to the Internal Revenue Service for a Federal Employer Identification Number for the LLC.

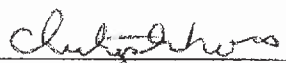
5. Banking Provisions

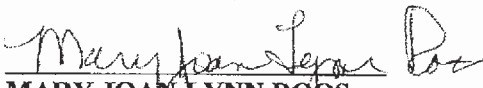
RESOLVED, that Christopher Roos and Christopher Emmet Roos, each in their capacity as Managers of the LLC, be authorized:

- (a) To designate such bank or banks as depositories (the "Depository") or "Depositories") for the funds of the LLC as they may deem necessary or advisable;
- (b) To open, keep and close general and special bank accounts and safe deposit boxes with any Depository;
- (c) To cause to be deposited in accounts with any Depository from time to time such funds of the LLC as they may deem necessary or advisable;
- (d) To designate from time to time agents of the LLC authorized to sign or countersign checks, drafts, or other orders for the payment of money issued in the name of the LLC against any such account; and
- (e) To make such general and special rules and regulations with respect to such accounts (including without limitation authorization for use of facsimile signatures) as they may deem necessary or advisable.

RESOLVED FURTHER, that a copy of the banking resolutions furnished by the bank and executed by authorized signatories of the LLC be expressly incorporated herein by reference and be included in a designated place in the minute book of the LLC following the minutes of this meeting.

These actions of the members are effective as of March __, 2017. The unanimous consent of the members may be evidenced by their signature on one or more copies of this document, which shall be filed in the records of the LLC. The adoption of these resolutions by the unanimous written consent of the member has the effect of adoption of these resolutions by vote at a meeting of the members, and may be so described in any document.


CHRISTOPHER ROOS
Date: 3-7-17


MARY JOAN LYNN ROOS
Date: 3-7-17


CHRISTOPHER EMMET ROOS
Date: 3/7/17


SARAH ELIZABETH ROOS
Date: 3-7-17



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0261257088
Notice Date: September 12, 2019
Case ID: 0-000-891-124



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



27 BROOM STREET LLC
26 BROOKSIDE DR
FEEDING HILLS MA 01030-1671

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, 27 BROOM STREET 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



William Francis Galvin
Secretary of the
Commonwealth

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

September 12, 2019

TO WHOM IT MAY CONCERN:

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

27 BROOM STREET, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 8, 2017.**

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:
CHRISTOPHER EMMET ROOS, MARY JOAN LYNN ROOS

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CHRISTOPHER EMMET ROOS, MARY JOAN LYNN ROOS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **CHRISTOPHER EMMET ROOS, MARY JOAN LYNN ROOS**

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

27 Broom St. LLC



Contact: Christopher E. Roos, CEO

Address: 27 Broom St. Plainfield MA 01070

Phone: (413)335-6473

Email: christophereroos@yahoo.com

Confidentiality Agreement

The undersigned reader acknowledges that the information provided by **27 Broom St. LLC** in this business plan is confidential; therefore, reader agrees not to disclose it without the express written permission of **27 Broom St. LLC**.

It is acknowledged by reader that information to be furnished in this business plan is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by reader may cause serious harm or damage to **27 Broom St. LLC**.

Upon request, this document is to be immediately returned to **27 Broom St. LLC**.

Signature

Name (typed or printed)

Date

This is a business plan. It does not imply an offering of securities.

1.0 Executive Summary

27 Broom St. LLC will be a small family-owned farm located in Plainfield, Massachusetts that is pursuing three licenses from the Massachusetts Cannabis Control Commission which will allow them to cultivate, extract, and dispense Recreational Cannabis in the State. Christopher E. Roos has served as Head of Patient Services for the past three years for South Shore BioPharma, a Medical Marijuana Management Group. While at SSBP, Chris spearheaded the licensing and application process, helped to lead fundraising efforts, and formulated best practices and business visions for a successful future.

After envisioning the future of the Recreational Cannabis market in Massachusetts, in early 2017, Chris purchased the 80-acre farm in Plainfield Massachusetts with hopes of pursuing a cultivation license from the state and developing a commercial-scale Recreational Cannabis Cultivation site while also locating and developing a retail dispensary location.

Chris has been operating the farm on a part-time basis, preparing the land to begin cultivation after a license is received from the CCC. He is prepared to take the farm to the next level. Chris and 27 Broom St. LLC have all the necessary farmland, skills, dedication, and knowledge of the industry to do well in the business but lack the necessary capital to take the next step in building out a 10,000 Sq. Ft. cannabis greenhouse and running a successful cannabis farm and dispensary.

Therefore, 27 Broom St. LLC is seeking \$2,000,000 in exchange for 20% equity in the company. The capital raised will be used to pursue cultivation and extraction licenses, greenhouse development cost and equipment, as well provide for initial start-up capital for operations and building costs for the farm.

We will seek a combination of company profits and an additional capital raise to fund the dispensary location.

1.1 Objectives

- Be awarded and develop three licenses to cultivate, process, and dispense Recreational Cannabis in the State of Massachusetts
- Operate the farm on company owned land
- Build-out 10,000 Sq. Ft. of Premier Cannabis Greenhouse and additional 4,200 Sq. Ft. of extraction space, while placing a dispensary location.
- Build the farm up to an indoor and outdoor Recreational Cannabis Mecca
- Purchase all necessary equipment to operate cannabis farm and dispensary location
- Reach profits that allow the initial capital return quickly and substantial dividends to follow with the end goal being a sell-out

1.2 Mission

The mission of Christopher E. Roos and 27 Broom St. LLC is to run a Recreational Cannabis farm and dispensary that provides the best Craft Cannabis in the state to the Massachusetts Adult-use market. The company's goal is to raise, breed, and sell top quality cannabis that is organically grown in the Berkshires utilizing the sun in both outdoor and greenhouse cultivation areas.

1.3 Keys to Success

The keys to success for 27 Broom St. are:

- Achieving all necessary licenses
- Happy employees that are doing what they love
- Knowledge of the industry and the Massachusetts market
- Low production costs
- Brand recognition

2.0 Company Summary

27 Broom St. LLC is currently a small family-owned 80-acre farm in Plainfield, MA. The farm plans to cultivate and sell recreational cannabis and extracts. The company is currently operated by Christopher E. Roos. Upcoming duties will entail applying to government agencies for all necessary licenses and permits, property maintenance, and securing all the desired cannabis genetics and seeds. Nicholas Rosati has also joined the team to assist in all management and operational duties needed to get the business functioning. Core competencies and relative business experiences include everything from marketing, purchasing, and promotional responsibilities to operational duties, site work, and general contracting.

27 Broom St. LLC is looking to significantly increase the farm to a 10,000-sq. ft. commercial indoor cannabis farm, 90,000-sq. ft. outdoor cannabis farm, extraction company, and dispensary. The farm is looking for funding to initiate expansion of the farm through investment in equipment, staffing, licensing fees, and operation costs.

2.1 Company Ownership

27 Broom St. LLC. is a private family-owned Limited Liability Corporation. The current owners, Christopher E. Roos and Mary Jo Roos have owned the farm for the past year.

2.2 Company History

27 Broom St. LLC is heading into its second year of ownership under Christopher E. Roos. The Roos family purchased the farm in early 2017 with visions of developing the property into a full scale commercial cannabis operation. The family has been preparing the property and working with the town of Plainfield to plan for development into a commercial cannabis operation. 27 Broom St. LLC is now looking to turn the corner and make the farm a full-time operation.

3.0 Products

27 Broom St. LLC will sell recreational cannabis flower, extract, and edibles to the Massachusetts adult-use market. The cannabis is to be sold to the wholesale market under a brand that will be developed. The dispensary site has not been located yet but 27 Broom St. LLC will attempt to secure licensing and a location in Western Massachusetts utilizing a combination of company profits and an additional capital raise. There are very few dispensaries in the Western Mass area that provide cannabis to the pioneer valley so if we can locate a dispensary in this area and grow cannabis on our 80-acre farm for the lowest operational costs possible while supplying our products to these markets, PROFITABLY IS INEVITABLE.

4.1 Market Segmentation

The cannabis market is a commodity-based market. Prices are determined on a market demand basis. Keeping our costs low through greenhouse and outdoor cultivation techniques will allow us to remain profitable in the future even when market supply and demand level out and prices drop.

The cannabis market is relatively new, but it will be a staple commodity with steady demand for a long time to come. Large indoor cannabis farms face the most uncertainties, due to the effect of price drops which will most certainly come in the future. The increase in operational costs and energy prices will have negative consequences on their return that is based on a lower margin/ high demand basis. With the implementation of our greenhouse-based cultivation plan, we feel we have mitigated many of these risks.

4.2 Target Market Segment Strategy

27 Broom St. LLC will focus on selling cannabis flower, extracts, and edibles from the farm to the wholesale market and later a dispensary that has yet to have been located. These are optimal revenue producing streams for the farm and will utilize the family's operating resources and existing assets. The farm will maximize the use of their existing land by developing a 10,000-sq. ft. greenhouse initially, with the ability to expand exponentially as our cash flow becomes positive.

Christopher E. Roos has been involved in the Medical Marijuana industry for 3 years. Chris has a vision for the future and a great understanding of where the industry is heading. Chris will be starting small and will be expanding the volume of cannabis flower, extracts, and edibles that will be sold as the market dictates.

4.3 Industry Analysis

Cannabis production in Massachusetts is based on square feet of canopy space of cannabis. In Colorado they have almost twenty times the amount of canopy grow space to date, as Massachusetts does; with roughly the same size population; and the market is expanding.

Massachusetts is one of the most appealing states in the nation to operate a cannabis business due to the high barriers to entry, average family income, and the appeal of Massachusetts as a cannabis vacation destination.

4.3.1 Competition and Buying Patterns

27 Broom St. LLC plans to sell cannabis flower, extracts, and edibles of the highest quality in its dispensary it has yet to locate and in the wholesale adult use cannabis market. In the last few years no one predicted the speed at which the cannabis market would mature. Consumers have disposable income to spend on cannabis. Consumers saw their 401K plans start to grow with the recent boost in the stock market and many families are seeing the value of their homes increase. Many people who were previously unemployed have returned to work. Many are also choosing Cannabis for its many health benefits as opposed to alcohol. This, along with the current legality of Cannabis has increased the demand. Lack of available cannabis in the market will keep costs high at first but more production in markets will lower prices eventually. Only producers that are able to keep production costs low will survive these fluctuations. 27 Broom St. LLC is well positioned for this with its use of greenhouses and outdoor growing methods to keep the cost of production down allowing the company to adapt with the market.

The reality is that the Massachusetts adult-use cannabis industry is just beginning to take off. The time to invest is now. 27 Broom St. LLC is ready to adapt to market changes as the retail prices plummet like they have in other markets across the country. Eventually we will reach a time when prices drop and many of these indoor operations with high operating costs will not be able to stay afloat. Many lenders will cease to finance these struggling operations and they will be forced to liquidate.

5.0 Strategy and Implementation Summary

Delivering high quality cannabis flower, extracts, and edibles is 27 Broom St. LLC's main focus. Its method of implementation is simply a reliance on the farm's reputation for delivering the best quality products at a reasonable price coupled with Roos's contacts throughout the Massachusetts Cannabis industry to sell our products not only at our dispensary, but at many others around the state.

5.1 SWOT Analysis

The following SWOT analysis captures the key strengths and weaknesses within the farm, and describes the opportunities and treats facing 27 Broom St. LLC.

5.1.1 Strengths

- 27 Broom St. LLC has strength in that it will sell a high-quality cannabis along with extracts and edibles of high-quality to various buyers
- Family-owned and operated
- High level of experience and many connections throughout the industry
- Selling stable commodity
- Have a wholesale market; and our own dispensary to sell our products at the highest profit margins also
- Current assets include an 80-acre farm that will be developed into cannabis growing space with the possible development for a solar farm for more supplemental income



5.1.2 Weaknesses

The cannabis market is based on the commodities market. It's a guess what the market will do in the years to come. Speculation is based on past years that have not existed in Massachusetts yet. If the federal regulations are rolled back and cannabis becomes legal then prices will drop when big companies come in with the attempt to take over a larger portion of the market. The assumption is the demand for inexpensive, local, organic, high quality Cannabis flower, extracts, and edibles will remain no matter what the federal rules and regulations dictate.

5.1.3 Opportunities

The focus on delivering high quality, organic, cannabis which is grown locally in the foothills of the Berkshires is an opportunity for 27 Broom St. LLC in that there is always a market for the very best product at a price that falls in line with the rest of the market.

5.1.4 Threats

If the market becomes over saturated, federal regulations and policy drastically change, or the Cannabis industry reacts to the downward market pressure, cannabis prices will drop dramatically and fall in line with prices on the west coast. We presume that the demand for inexpensive, local, organic, high quality Cannabis flower, extracts, and edibles will remain due to our reputation.

5.2 Competitive Edge

With high startup cost and low operating expenses, 27 Broom St. LLC will continue to refine its standard operating procedures to ensure we continue to be one of the most sustainable Cannabis grows in the state. The farm will be staffed with dedicated knowledgeable employees from the beginning who are extremely motivated to get profitable.

Additionally, the farm will utilize its own land, water source, and the sun to reduce expensive input costs and have an asset that gives the business additional value.

5.3 Marketing Strategy

The marketing strategy is to produce the highest quality cannabis for the Massachusetts legal adult market. 27 Broom St. LLC will build brand equity based on consistent quality and sustainability with a strong focus on growing into a retail dispensary location. Throughout the past years working in the medical marijuana industry, Roos has made many contacts that operate dispensaries. 27 Broom St. LLC will utilize this network to get our products on shelves. Our social media activity and our reputation of consistent quality products that are sustainably grown will set an industry standard for this emerging market.

5.4 Sales Strategy

27 Broom St. LLC will start out as a wholesale grow operation and extract company. Based on market forecast predictions there will be a shortfall of available product in Massachusetts. During this time, we plan to work through existing moratoriums to place a retail dispensary location in western, MA. While we work to locate our dispensary location, we will target the wholesale market leveraging the gap between supply and demand, fulfilling other dispensaries shortfalls while simultaneously promoting our brand throughout the state. We will use our existing contacts and networking opportunities statewide to execute this plan. Throughout this time, we will grow our brand through consistent high-quality cannabis products utilizing our reputation and social media.

5.4.1 Sales Forecast

27 Broom St. LLC anticipates a sharp increase in sales from the first harvest on as the market matures. The profits gained from each harvest will be reinvested into the company for continued growth and increased profitability.

SEE APPENDIX PAGE 1 FOR 1 YEAR SALES FORECAST

Start-up Requirements

Start-up Expenses

Fixed Costs

greenhouse structure	\$360,000
installation	\$250,000
lights	\$60,000
concrete slab	\$150,000
electrical	\$125,000
plumbing	\$75,000
septic	\$20,000
well	\$20,000
3 phase power from Eversource	\$50,000
security	\$100,000
engineering and permit fees	angel
license application fees	angel
hvac	\$100,000
Total Fixed Costs	\$1,310,000

Average Monthly Costs

insurance/real estate taxes	\$2,500
propane	\$1,000
fertilizer&soil/month	\$7,500
Utilities	\$4,000
suda/fuda/fica	\$3,333
head grower salary	\$8,333
lawyer retainer	\$5,000
salaries 4,000/monthx5	\$20,000
Total Average Monthly Costs	\$51,666
x Number of Months:	4
Total Monthly Costs	\$206,664
Total Startup Expenses	\$1,516,664

6.0 Management Summary

Christopher E. Roos will act as the CEO and manager of all operations. Duties will include State and local licensing, business planning, greenhouse/facility design, budgeting, and overall management of all operations.

Nicholas Rosati will come on board full time as COO once the company is operational and able to invest in additional salary.

6.1 Personnel Plan

The personnel plan includes Nicholas Rosati who will assist in all tasks necessary to get the business operational including but not limited to site work, construction management, business planning, branding, go to market strategy, and cultivation amongst any other issues that may arise. All additional staff will be brought on in an as needed basis.

Table: Personnel

<i>Personnel Plan</i>	
	2018
Chris Roos (only salary until license is received)	\$52,000
Nicholas Rosati	\$52,000
1	\$52,000
1	\$52,000
1	\$52,000
1	\$52,000
Total People	6
Total Payroll	\$312,000

7.0 Financial Plan

The financial plan is based on conservative estimates and assumptions. The company's investments in salaries, operating costs, equipment, and land are based on receiving startup funding of \$2,000,000.

27 Broom St. LLC also plans to reinvest a combination of company profits and an additional capital raise to both expand existing operations and to place and buildout a dispensary location.

7.2 Break-even Analysis

The Break-even analysis for 27 Broom St. LLC assumes an estimated monthly fixed cost of \$35,433 with the assumption that the average percent variable cost estimate is 32.71%; the monthly revenue break-even is \$108,311.

Break-Even Analysis dried flower

Selling Price (per unit)	\$7.00
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FIXED COSTS	
insurance property taxes	\$2,500.00
propane	\$1,000.00
fertilizer and soil	\$5,000.00
Utilities	\$3,000.00
Payroll	\$20,000.00
accounting	\$600.00
suda/fuda/fica	\$3,333.00
Total Fixed Costs	\$35,433.00

VARIABLE COSTS	Per Unit
<i>Variable Costs based on dollar amount per unit</i>	
Cost of Goods Sold	\$1.00
Direct Labor	\$0.83
packaging	\$0.50
Other (specify)	
Total	\$2.33

taxes	34.00%
Total	0

Total Variable Cost per Unit	\$4.71
Contribution Margin per Unit	\$2.29
Contribution Margin Ratio	32.71%

Break-Even Point	
Break-Even Units	15,473 units
Break-Even Sales	\$108,310.48

8.0 Exit Strategy

27 Broom St. LLC understands that an investor's goal is to realize a substantial profit after the value has been maximized through solid management and execution of the business plan.

Within the first few years we plan to exponentially expand the footprint of our greenhouses; greatly increasing our production capacity and profitability.

Our exit strategy is the sale of the company within five to ten years. When laws are changed to re-classify marijuana, the barriers to entry will be gone and well-funded corporations will quickly enter the market.

These corporations will look to acquire the largest and most advanced dispensary operations. 27 Broom St. LLC will be on the top of the radar for these groups due to our brand recognition and reputation for consistent high-quality cannabis products and our ability to cheaply produce these products.

27 Broom St. hopes to sell at 5-10x our EBIT based upon comparable sales throughout the industry nationwide.

Appendix

Fixed Asset Costs	Amount	Notes												
Greenhouse	\$ (1,310,000.00)	Approximate cost of total greenhouse setup is \$1.335 Million per 10,368 sqft 4,200 sqft warehouse												investor funds 1,500,000
Cash Flow (pre-tax/distribution)	operating budget												Totals	
beginning cash	\$ 190,000.00	\$140,260	\$91,370	\$42,480	\$72,790	68,234	113,678	189,122	364,566	511,735	660,254	846,773	190000	
revenue	\$ -	0	0	\$ 100,000.00	\$ 100,000.00	150,000	230,000.00	\$ 280,000.00	\$ 260,000.00	\$ 260,000.00	\$ 300,000.00	\$ 275,000.00	\$ 1,955,000.00	
expenses	\$ (49,740.00)	\$ (48,890.00)	\$ (48,890.00)	\$ (69,690.00)	\$ (104,556.00)	-104,556	\$ (154,556.00)	#####	\$ (112,831.00)	\$ (111,481.00)	\$ (113,481.00)	\$ (121,481.00)	\$ (1,147,908.00)	
Ending Cash	140,260	\$91,370	\$42,480	\$72,790	\$68,234	113,678	189,122	364,566	511,735	660,254	846,773	1,000,292	997,092	
Operational Expenses	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 6	Month 8	Month 9	Month 10	Month 11	Month 12	Annual Totals	Notes
Licenses	paid with angel												\$ -	License fee upfront
Legal and Professional Services	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (60,000.00)	
Accounting Fees				\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (7,200.00)	Beginning when sales start
Commercial Property Taxes	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (15,000.00)	
Crop Insurance	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (9,000.00)	
Business Insurance	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (6,000.00)	
Electricity	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (60,000.00)	
Propane	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (12,000.00)	
Soil/Amendments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000.00)	\$ -	\$ -	\$ -	\$ -	\$ (8,000.00)	\$ (58,000.00)	soil/amendment costs increase during warmer weather outdoor growing season
Security	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (60,000.00)	Security Staff
Grow Materials	\$ (1,000.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (1,500.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (4,000.00)	
Packaging				\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (180,000.00)	Increases when outdoor grow sales come into play
Transportation					\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (4,000.00)	\$ (4,000.00)	\$ (20,000.00)	Begin when sales start
Miscellaneous	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (900.00)	
extraction equipment lease					\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (120,000.00)	
Totals	\$ (19,575.00)	\$ (18,725.00)	\$ (18,725.00)	\$ (39,525.00)	\$ (56,525.00)	\$ (56,525.00)	\$ (106,525.00)	\$ (56,525.00)	\$ (57,875.00)	\$ (56,525.00)	\$ (58,525.00)	\$ (66,525.00)	\$ (612,100.00)	Year 1 Operational Expense Projection
Salaries	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 6	Month 8	Month 9	Month 10	Month 11	Month 12	Annual Totals	Notes
Chris	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (6,900.00)	\$ (6,900.00)	\$ (6,900.00)	\$ (6,900.00)	\$ (62,000.00)	
Head Grower	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (103,980.00)	
Nick	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (6,675.00)	\$ (6,675.00)	\$ (6,675.00)	\$ (6,675.00)	\$ (61,100.00)	
Farm Manager	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (6,250.00)	\$ (6,250.00)	\$ (6,250.00)	\$ (6,250.00)	\$ (59,400.00)	
Health Insurance					\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (69,328.00)	
Additional Employee	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (51,600.00)	
Additional Employee	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (51,600.00)	
Extraction Chemist					\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (48,000.00)	
Full Time Trimmer				\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (28,800.00)	
Totals	\$ (30,165.00)	\$ (30,165.00)	\$ (30,165.00)	\$ (30,165.00)	\$ (48,031.00)	\$ (48,031.00)	\$ (48,031.00)	\$ (48,031.00)	\$ (54,956.00)	\$ (54,956.00)	\$ (54,956.00)	\$ (54,956.00)	\$ (535,808.00)	Year 1 Salary Projection
assumption 37g/sq. foot				harvest				Harvest				harvest		
Sales Projection	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Annual Totals	
Dried Cannabis Flower Grown(g)				160000				160000				160000		
Dried Cannabis Flower Sold Grams														
Sold	0.00	0.00	0.00	20000.00	20000.00	30000.00	40000	50000	50000	50000	60000	50000	370000	
Sales Price Per Gram	\$ -	\$ -	\$ -	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ -	
Extract (100mg) Per Month				2000	2000	2000	2000	2,000	4,000	4,000	4,000	5,000	27,000	
Extract Sales Price Per 100mg				\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ -	
Revenue Per Month	\$ -	\$ -	\$ -	\$100,000.00	\$ 100,000.00	\$ 150,000.00	\$ 230,000.00	\$ 280,000.00	\$ 260,000.00	\$ 260,000.00	\$ 300,000.00	\$ 275,000.00	\$ 1,955,000.00	Year 1 Sales Revenue Projection
Year 1 Total Revenue Projection	\$ 1,955,000.00													
Year 1 Total Expense Projection	\$ (2,457,908.00)													
Year 1 (startup) Profit	\$ (502,908.00)													
Initial Investment Capital	\$1,500,000													
Month 12 balance	\$ 997,092.00													

Appendix

Fixed Asset Costs	Amount	Notes												
Greenhouse	\$ (1,310,000.00)	Approximate cost of total greenhouse setup is \$1.335 Million per 10,368 sqft 4,200 sqft warehouse												
Cash Flow (pre-tax/distribution)		operating budget												Totals
beginning cash	\$ 190,000.00	\$140,260	\$91,370	\$42,480	\$72,790	68,234	113,678	189,122	364,566	511,735	660,254	846,773	190000	
revenue	\$ -	0	0	\$ 100,000.00	\$ 100,000.00	150,000	\$ 230,000.00	\$ 280,000.00	\$ 260,000.00	\$ 260,000.00	\$ 300,000.00	\$ 275,000.00	\$ 1,955,000.00	
expenses	\$ (49,740.00)	\$ (48,890.00)	\$ (48,890.00)	\$ (69,690.00)	\$ (104,556.00)	-104,556	\$ (154,556.00)	#####	\$ (112,831.00)	\$ (111,481.00)	\$ (113,481.00)	\$ (121,481.00)	\$ (1,147,908.00)	
Ending Cash	140,260	\$91,370	\$42,480	\$72,790	\$68,234	113,678	189,122	364,566	511,735	660,254	846,773	1,000,292	997,092	
Operational Expenses	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 6	Month 8	Month 9	Month 10	Month 11	Month 12	Annual Totals	Notes
Licenses	paid with angel												\$ -	License fee upfront
Legal and Professional Services	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (60,000.00)	
Accounting Fees				\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (7,200.00)	Beginning when sales sta
Commercial Property Taxes	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (15,000.00)	
Crop Insurance	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (9,000.00)	
Business Insurance	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (6,000.00)	
Electricity	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (60,000.00)	
Propane	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (12,000.00)	
Soil/Amendments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000.00)	\$ -	\$ -	\$ -	\$ -	\$ (8,000.00)	\$ (58,000.00)	soil/amendment costs in
Security	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (60,000.00)	Security Staff
Grow Materials	\$ (1,000.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (1,500.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (4,000.00)	
Packaging				\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (180,000.00)	Increases when outdoor
Transportation					\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (4,000.00)	\$ (4,000.00)	\$ (20,000.00)	into play
Miscellaneous	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (900.00)	Begin when sales start
extraction equipment lease					\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (120,000.00)	
Totals	\$ (19,575.00)	\$ (18,725.00)	\$ (18,725.00)	\$ (39,525.00)	\$ (56,525.00)	\$ (56,525.00)	\$ (106,525.00)	\$ (56,525.00)	\$ (57,875.00)	\$ (56,525.00)	\$ (58,525.00)	\$ (66,525.00)	\$ (612,100.00)	Year 1 Operational Exper
Salaries	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 6	Month 8	Month 9	Month 10	Month 11	Month 12	Annual Totals	Notes
Chris	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (6,900.00)	\$ (6,900.00)	\$ (6,900.00)	\$ (6,900.00)	\$ (62,000.00)	
Head Grower	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (103,980.00)	
Nick	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (6,675.00)	\$ (6,675.00)	\$ (6,675.00)	\$ (6,675.00)	\$ (61,100.00)	
Farm Manager	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (6,250.00)	\$ (6,250.00)	\$ (6,250.00)	\$ (6,250.00)	\$ (59,400.00)	
Health Insurance					\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (69,328.00)	
Additional Employee	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (51,600.00)	
Additional Employee	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (51,600.00)	
Extraction Chemist					\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (48,000.00)	
Full Time Trimmer				\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (28,800.00)	
Totals	\$ (30,165.00)	\$ (30,165.00)	\$ (30,165.00)	\$ (30,165.00)	\$ (48,031.00)	\$ (48,031.00)	\$ (48,031.00)	\$ (48,031.00)	\$ (54,956.00)	\$ (54,956.00)	\$ (54,956.00)	\$ (54,956.00)	\$ (535,808.00)	Year 1 Salary Projection
assumption 37g/sq. foot				harvest				Harvest			harvest			
Sales Projection	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Annual Totals	
Dried Cannabis Flower Grown(g)				160000				160000			160000			
Dried Cannabis Flower Grams Sold	0.00	0.00	0.00	20000.00	20000.00	30000.00	40000	50000	50000	50000	60000	50000	370000	
Sales Price Per Gram	\$ -	\$ -	\$ -	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ -	
Extract (100mg) Per Month				2000	2000	2000	2000	2,000	4,000	4,000	4,000	5,000	27,000	
Extract Sales Price Per 100mg				\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ -	
Revenue Per Month	\$ -	\$ -	\$ -	\$100,000.00	\$ 100,000.00	\$ 150,000.00	\$ 230,000.00	\$ 280,000.00	\$ 260,000.00	\$ 260,000.00	\$ 300,000.00	\$ 275,000.00	\$ 1,955,000.00	Year 1 Sales Revenue Pro
Year 1 Total Revenue Projection	\$ 1,955,000.00													
Year 1 Total Expense Projection	\$ (2,457,908.00)													
Year 1 (startup) Profit	\$ (502,908.00)													
Initial Investment Capital	\$1,500,000													
Month 12 balance	\$ 997,092.00													

Appendix

Cash Flow (pre-tax/distribution)	operating budget												Totals	
beginning cash	\$ 190,000.00	\$140,260	\$91,370	\$42,480	\$52,790	38,234	63,678	109,122	244,566	401,735	560,254	756,773	190000	
revenue	\$ -	0	0	\$ 80,000.00	\$ 80,000.00	120,000	\$ 190,000.00	\$ 230,000.00	\$ 260,000.00	\$ 260,000.00	\$ 300,000.00	\$ 275,000.00	\$ 1,795,000.00	
expenses	\$ (49,740.00)	\$ (48,890.00)	\$ (48,890.00)	\$ (69,690.00)	\$ (94,556.00)	-94,556	\$ (144,556.00)	\$ (94,556.00)	\$ (102,831.00)	\$ (101,481.00)	\$ (103,481.00)	\$ (111,481.00)	\$ (1,032,908.00)	
Ending Cash	140,260	\$91,370	\$42,480	\$52,790	\$38,234	63,678	109,122	244,566	401,735	560,254	756,773	920,292	952,092	
Operational Expenses	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 6	Month 8	Month 9	Month 10	Month 11	Month 12	Annual Totals	
Licenses	paid with angel												\$ -	Licenses
Legal and Professional Services	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (60,000.00)	
Accounting Fees				\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (800.00)	\$ (7,200.00)	Beginni
Commercial Property Taxes	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (15,000.00)	
Crop Insurance	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (750.00)	\$ (9,000.00)	
Business Insurance	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (6,000.00)	
Electricity	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (60,000.00)	
Propane	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (12,000.00)	
Soil/Amendments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000.00)	\$ -	\$ -	\$ -	\$ -	\$ (8,000.00)	\$ (58,000.00)	soil/am warmer
Security	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (60,000.00)	Security
Grow Materials	\$ (1,000.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (1,500.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (4,000.00)	
Packaging				\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (180,000.00)	Increase into pla
Transportation					\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (4,000.00)	\$ (4,000.00)	\$ (20,000.00)	Begin w
Miscellaneous	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (900.00)	
extraction equipment lease					\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	
Totals	\$ (19,575.00)	\$ (18,725.00)	\$ (18,725.00)	\$ (39,525.00)	\$ (46,525.00)	\$ (46,525.00)	\$ (96,525.00)	\$ (46,525.00)	\$ (47,875.00)	\$ (46,525.00)	\$ (48,525.00)	\$ (56,525.00)	\$ (497,100.00)	Year 1 C
Salaries	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 6	Month 8	Month 9	Month 10	Month 11	Month 12	Annual Totals	
Chris	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (6,900.00)	\$ (6,900.00)	\$ (6,900.00)	\$ (6,900.00)	\$ (62,000.00)	
Head Grower	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (8,665.00)	\$ (103,980.00)	
Nick	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (6,675.00)	\$ (6,675.00)	\$ (6,675.00)	\$ (6,675.00)	\$ (61,100.00)	
Marty	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (6,250.00)	\$ (6,250.00)	\$ (6,250.00)	\$ (6,250.00)	\$ (59,400.00)	
Health Insurance					\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (8,666.00)	\$ (69,328.00)	
Additional Employee	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (51,600.00)	
Additional Employee	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (4,300.00)	\$ (51,600.00)	
Extraction Chemist					\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (48,000.00)	
Full Time Trimmer				\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (3,200.00)	\$ (28,800.00)	
Totals	\$ (30,165.00)	\$ (30,165.00)	\$ (30,165.00)	\$ (30,165.00)	\$ (48,031.00)	\$ (48,031.00)	\$ (48,031.00)	\$ (48,031.00)	\$ (54,956.00)	\$ (54,956.00)	\$ (54,956.00)	\$ (54,956.00)	\$ (535,808.00)	Year 1 S
assumption 37g/sq. foot				harvest				Harvest				harvest		
Sales Projection	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Annual Totals	
Dried Cannabis Flower Grown(g)				160000				160000			160000			
Dried Cannabis Flower Grams Sold	0.00	0.00	0.00	20000.00	20000.00	30000.00	40000	50000	50000	50000	60000	50000	370000	
Sales Price Per Gram	\$ -	\$ -	\$ -	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ -	
Extract (100mg) Per Month				\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	2,000	2,000	4,000	4,000	4,000	5,000	27,000	
Extract Sales Price Per 100mg				\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ -	
Revenue Per Month	\$ -	\$ -	\$ -	\$ 80,000.00	\$ 80,000.00	\$ 120,000.00	\$ 190,000.00	\$ 230,000.00	\$ 260,000.00	\$ 260,000.00	\$ 300,000.00	\$ 275,000.00	\$ 1,795,000.00	Year 1 S

Plan for Obtaining Liability Insurance

(This document is a summary of 27 Broom Street LLC's plan to obtain Liability Insurance.)

I. Purpose

The purpose of this plan is to outline the way in which 27 Broom Street LLC will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

II. Research

27 Broom Street LLC has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

III. Plan

1. Once 27 Broom Street LLC receives its Provisional Marijuana Establishment License we will engage with an insurance provider who is experienced in the legal marijuana industry.
 - a. 27 Broom Street LLC will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
 - b. The deductible for each policy will be no higher than \$5,000 per occurrence.
2. In the event that 27 Broom Street LLC cannot obtain the required insurance coverage, 27 Broom Street LLC will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
 - a. 27 Broom Street LLC will replenish this account within ten business days of any expenditure.
3. 27 Broom Street LLC will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.

Maintaining of Financial Records

27 Broom Street LLC (“27 Broom”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

27 BROOM will conduct monthly sales equipment and data software checks and initiate reporting requirements for discovery of software manipulation as required by 935 CMR 500.140(6)(d). 27 BROOM will not utilize software or other methods to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(c). 27 BROOM will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. 27 BROOM will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If 27 BROOM determines that software had been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data we will: disclose the information to the Commission; cooperate with the Commission in an investigation relative to data manipulation; and take other action as directed by the Commission to comply with the applicable regulations. Pursuant to 935 CMR 500.140(6)(e), 27 BROOM will comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

Following the closure of 27 BROOM, all records will be kept for at least two years at the expense of 27 BROOM and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Financial records shall be kept for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

Personnel Policies

It is 27 Broom Street LLC's ("27 BROOM") policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. 27 BROOM will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, determined by 27 BROOM to be involved in discriminatory practices are subject to disciplinary action and may be terminated. 27 BROOM strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of 27 BROOM that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. 27 BROOM will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All 27 BROOM policies will include a staffing plan and corresponding records in compliance with 935 CMR 500.105(1)(h) and ensure that all employees are aware of the alcohol, smoke, and drug-free workplace policies in accordance with 935 CMR 500.105(1)(j). 27 BROOM will also implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(k). 27 BROOM will enforce a policy for the dismissal of agents for prohibited offenses according to 935 CMR 105(1)(l).

All 27 BROOM employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by 27 BROOM and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

Energy Compliance Plan

Pursuant to 935 CMR 500.105(15), 27 Broom Street LLC (“27 BROOM”) will demonstrate consideration of ways in which to improve energy efficiency in its operations. This shall include identification of potential energy use reduction opportunities and a plan for implementation of such opportunities; Consideration of opportunities for renewable energy generation; Strategies to reduce electric demand; and Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through Municipal Lighting Plants.

Pursuant to 935 CMR 500.120, 27 BROOM’s cultivation operations will satisfy minimum energy efficiency and standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals. This includes, but is not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4).

27 BROOM cultivation operations shall adopt and use additional best management practices as determined by the Commission to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. Each License renewal application submitted by 27 BROOM will include a report of the 27 BROOM’s cultivation operations’ energy and water usage over the 12-month period preceding the date of application.

27 BROOM will ensure that the building envelope for all facilities meet minimum Massachusetts Building Code requirements and all Massachusetts amendments, International Energy Conservation Code or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code. The lighting used by 27 BROOM for cultivation operations will meet one of the compliance paths as outlined by the Commission in 935 CMR 500.120(12)(b).

Horticulture Lighting Power Density will not exceed 36 watts per square foot, except for Tier 1 and Tier 2 which will not exceed 50 watts per square foot. All horticultural lighting used in our facility is equipment that is listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List (“Horticultural QPL”) or other similar list approved by the Commission as of the date of licensure application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 micromoles per joule, pursuant to 935 CMR 500.120(11).

If 27 BROOM seeks to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission we will seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting. All of our facilities, regardless of compliance path we choose, shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization, in accordance with 935 CMR 500.120(11).

The Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems used by 27 BROOM will must meet Massachusetts State Building Code requirements and all Massachusetts amendments, IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code). 27 BROOM will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in 935 CMR 500.120(11) and that such systems have been evaluated and sized for the anticipated loads of the facility.

Pursuant to 935 CMR 500.120(12)(d), 27 BROOM will implement safety protocols to protect workers and consumers. 27 BROOM will explore the possibilities of utilizing onsite generation from clean or renewable generating sources or renewable thermal generation.

Qualifications and Training

Pursuant to 935 CMR 500.105(2)(a) 27 Broom Street LLC (“27 BROOM”) will ensure all dispensary agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Dispensary agents will be trained for one week before acting as a dispensary agent. At a minimum, staff shall receive eight hours of on-going training annually. New dispensary agents will receive employee orientation prior to beginning work with 27 BROOM. Each department managed will provide orientation for dispensary agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of 27 BROOM that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. 27 BROOM will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees will be registered as agents, in accordance with 935 CMR 500.030. All 27 BROOM employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of 27 BROOM shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in dispensary agents file. Training records will be retrained by 27 BROOM for at least one year after agents’ termination. Dispensary agents will have continuous quality training and a minimum of 8 hours annual on-going training.

Record Keeping Procedures

27 Broom Street LLC's ("27 BROOM") records will be available to the Cannabis Control Commission ("CCC") upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

27 BROOM will also keep all waste disposal records as required by 500.105(12), including record keeping procedures. 27 BROOM will ensure that at least 2 Marijuana Establishment Agents witness and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12). When the marijuana products or waste is disposed or handled, 27 BROOM will create and maintain a written or electronic record of the date, the type, and quantity disposed or handled, the manner of disposal or other handling, the location of the disposal or other handling, and the names of the Agents present during the disposal or handling, with their signatures. 27 BROOM will keep these records for at least 3 years.

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with 27 BROOM, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at the expense of 27 BROOM and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g). In accordance with 935 CMR 500.105(9), records of 27 BROOM will be available for inspection by the Commission upon request. 27 BROOM's records will be maintained in accordance with generally accepted accounting principles. 27 BROOM will have all required written records and available for inspection, including all written operating procedures as required by 935 CMR 500.105(1) and business records as outlined by 935 CMR 500.105(9)(e).

Procedures for Quality Control and Testing of Product

Pursuant to 935 CMR 500.160, 27 Broom Street LLC (“27 BROOM”) will not sell or market any marijuana product that is not capable of being tested by Independent Testing Laboratories, including testing of marijuana products and environmental media. 27 BROOM will implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by 27 BROOM for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to 27 BROOM by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). 27 BROOM will never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

In accordance with 935 CMR 500.130(2), 27 BROOM will prepare, handle and store all edible marijuana products in compliance with the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. In addition, 27 BROOM’S policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination.

Pursuant to 935 CMR 500.105(11)(a)-(e), 27 BROOM will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. 27 BROOM will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. 27 BROOM storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The 27 BROOM storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

27 BROOM has a Quality Manager who will oversee the manufacturing at the 27 BROOM facility to maintain strict compliance with DPH regulations and protocols for quality control and analytical testing. In accordance with 935 CMR 500.160 27 BROOM grow areas are monitored for temperature, humidity, and CO2 levels this monitoring helps reduce the risk of crop failure. Ethical pest management procedures are utilized to naturally maintain a pest free environment alongside our True Living Organics (“TLO”) growing method.

All Marijuana Infused Products (“MIPs”) are produced using good manufacturing practices and safe practices for food handling to ensure quality and prevention of contamination.

All 27 BROOM agents whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. All 27 BROOM agents working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including personal cleanliness and thorough hand-washing. The hand-washing facilities will be adequate and convenient with running water at a suitable temperature and conform with all requirements of 935 CMR

500.105(3)(b)(3).

27 BROOM will provide sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations, in accordance with 935 CMR

500.105(3)(b)(4). Litter and waste will be properly removed and disposed of and the operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR

500.105(12). The floors, ceilings and walls will be constructed in a way that allows them to be adequately cleaned and in good repair. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition in compliance with 935 CMR

500.105(3)(b)(9). All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.

Pursuant to 935 CMR 500.105(3)(b)(11), 27 BROOM's water supply will be sufficient for necessary operations able to meet our needs. The plumbing requirements of 935 CMR 500.105(3)(b)(12) will be met through adequate size and design and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the 27 BROOM facility. 27 BROOM will also provide our employees with adequate, readily accessible toilet facilities that are maintained in sanitary condition and in good repair. All products that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms.

Our quality assurance manager will ensure all batches of Marijuana and MIPs will be tested, by an independent testing laboratory pursuant to 935 CMR 500.160. All products shall be tested for the cannabinoid profile and for contaminants as specified by the Department, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides.

Environmental media will be tested in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Department of Public Health pursuant to 935 CMR 500.160(1).

All testing results will be maintained by 27 BROOM for no less than one year in accordance with 935 CMR 500.160(3).

Samples that pass testing will be packaged for use or utilized in MIPs.

Samples that fail testing will be reported and destroyed. Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Diversity Plan

27 Broom Street LLC

27 Broom Street LLC (“27 BROOM”) has a company-wide policy to create a diverse workforce that ensures equitable opportunity for minorities, women, veterans, individuals with disabilities, and LGBTQ+ individuals.

27 BROOM’s diversity plan has been created to ensure that our hiring practices create a diverse and inclusive organization. We believe this plan will promote a work environment that allows employees to apply their life experiences and talents to support the goals of the company.

27 BROOM’s diversity plan is meant to be an evolving document designed to guide decisions and practices that ensure equitable opportunity. The diversity plan represents our continued approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. This plan will be evaluated and modified, when necessary, as our company grows and expands. We will conduct continuous and regulation evaluations of the implementation of its goals and at any point retool its policies and procedures in order to accomplish the goals set out in this plan.

27 BROOM acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every marijuana establishment. Furthermore, any actions take, or programs instituted, will not violate the Commission’s regulations with respect to the limitations on ownership or control or other applicable state laws.

Proposed Initiatives, Goals, and Metrics

GOAL 1: Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce with a goal of having a workforce that is at least 50% women and 15% minorities, 10% LGBTQ+ individuals, and 5% veterans and persons with disabilities.

Proposed Initiative: To achieve this goal, 27 BROOM will:

- Create gender-neutral job descriptions;
- Use job descriptions that are catered to and appeal to diverse candidates in and around Plainfield such as: local veterans, individuals formally incarcerated for a marijuana offense, and minority groups;
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms like indeed.com as needed to fill vacant or open job positions; and
- Participate in local hiring events and job fairs as they come available with the goal of attending at least one annually.

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. The

training will be completed by the hiring managers once provisionally licensed by the Commission and at least once annually thereafter.

Metrics and Evaluation: 27 BROOM will assess the demographics of its employees to see if it is meeting its goal of increasing diversity among its organization. 27 BROOM 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 27 BROOM. 27 BROOM 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, 27 BROOM will be able to demonstrate to the Commission the success of this initiative upon its annual renewal of its Provisional License.

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

Proposed Initiative: To accomplish this goal, 27 BROOM 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 that will elicit feedback on 27 BROOM's work environment. Employees will be able to provide feedback to 27 BROOM 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: 27 BROOM will collect and consider the feedback from the surveys and suggestion box with a goal of having at least 85% of our employees describe 27 BROOM as a safe, accepting, and respectful work environment. All comments and feedback will be documented and reviewed by senior management staff. 27 BROOM 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 either the CEO, COO, or approved corresponding human resources management of the company. The senior management staff, will identify the top 3-5 areas for improvement and, in collaboration with the 27 BROOM employees, develop goals (short and long term) on how to address those areas of development. This review of feedback and engagement surveys will enable 27 BROOM to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

Annual Reporting

Sixty days prior to 27 BROOM's Annual License Renewal, 27 BROOM will draft a comprehensive report that will be presented to the Commission for review during the License Renewal process to take place annually upon the issuance of our Provisional License. The report will include the metrics outlined in the programs outlined in this plan along with an analysis of each program and the success, or progress of each program's goals.

Restricting Access to Age 21 or Older

Pursuant to 935 CMR 500.140(3), upon entry into the premise of 27 Broom Street LLC (“27 BROOM”) by an individual, a 27 BROOM registered marijuana establishment agent shall immediately inspect the individual’s proof of identification. An individual shall not be admitted to the premise unless the registered marijuana establishment agent has verified that the individual is 21 years of age or older by offering proof of identification.

To verify an individual’s age, an 27 BROOM Agent must receive and examine from the individual one of the following authorized government issued ID cards: Massachusetts issued driver’s license; Massachusetts issued ID card; Out-of-state driver’s license or ID card (with photo); Passport; or U.S. Military ID. To verify the age of the individual the Agent will use an Age Verification Smart ID Scanner that will be supplied by 27 BROOM. If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

27 BROOM will train all Retail and Security Agents on the verification and identification of individuals. All Agents will enroll in and complete the Responsible Vendor Training Program when it is available. This curriculum will include: Diversion prevention and prevention of sales to minors; and Acceptable forms of identification, including how to check identification, spotting false identification, provisions for confiscating fraudulent identifications, and common mistakes made in verification.

27 BROOM will have limited access areas identified with clear signage designating the access point for authorized personnel only, pursuant to 935 CMR 500.110(4). Identification badges will be required to be worn at all times by 27 BROOM employees while at the facility or engaged in transportation. 27 BROOM will positively identify all individuals seeking access to the facility to limit access solely to individuals 21 years of age or older.

While at the facility or transporting marijuana for the facility all 27 BROOM Agents must carry their valid Agent Registration Card issued by the Commission. All 27 BROOM Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card. All outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and shall be displayed at all times. Visitors shall be logged in and out and be escorted while at the 27 BROOM facility. The visitor log will be available for inspection by the Commission at all times. All visitor badges will be returned to 27 BROOM upon exit.

The following individuals shall be granted immediate access to the facility: Representatives of the Commission in the course of responsibilities authorized by Chapter 334 of the Acts of 2016, as amended by Chapter 55 of the Acts of 2017 or 935 CMR 500.000; representatives of other state agencies in the Commonwealth; emergency responders in the course of responding to an emergency; and law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

All Limited Access areas will be clearly described by the filing of a diagram of the registered premises, as determined by the Commission, reflecting, where applicable, entrances and exits, walls, partitions, vegetation, flowering, processing, production, storage, disposal and retail sales areas. Access to Limited Access areas will be restricted to employees, agents or volunteers specifically permitted by 27 BROOM, agents of the Commission, state and local law enforcement and emergency personnel. All 27 BROOM employees will visibly display an employee

identification badge issued by 27 BROOM at all times while 27 BROOM's Marijuana Establishments or transporting marijuana.