



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281865
Original Issued Date: 03/16/2020
Issued Date: 02/11/2021
Expiration Date: 03/16/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Core Empowerment LLC

Phone Number: 617-905-1123
Email Address: tomas@corecannabis.cc

Business Address 1: 401A Centre St
Business City: Jamaica Plain Business State: MA Business Zip Code: 02130
Business Address 2:
Mailing Address 1: 401A Centre St
Mailing City: Jamaica Plain Mailing State: MA Mailing Zip Code: 02130
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 46.36 Percentage Of Control: 46.36
Role: Executive / Officer Other Role:
First Name: April Last Name: Arrasate Suffix:

Gender: Female	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10.03	Percentage Of Control:
	10.03
Role: Executive / Officer	Other Role:
First Name: Tomas	Last Name: Gonzalez Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 8.18	Percentage Of Control:
	8.18
Role: Executive / Officer	Other Role:
First Name: Peri	Last Name: Higgins Suffix:
Gender: Female	User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)	
Specify Race or Ethnicity:	

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Kenneth	Last Name: Correia	Suffix:
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$50000
		Percentage of Initial Capital: 16.67
Capital Attestation: Yes		

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Marric Enterprises LLC	Entity DBA:		
Email: riccaban@hotmail.com	Phone: 617-921-2007		
Address 1: 108 Lewiston Street	Address 2:		
City: Hyde Park	State: MA Zip Code: 02136		
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$50000	Percentage of Initial Capital: 16.67
Capital Attestation: Yes			

Entity Contributing Capital 2

Entity Legal Name: Kerrs Welding and Ironwork LLC	Entity DBA:
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Email: kerrswelding@gmail.com Phone: 617-224-2536
Address 1: 3 Westcott Street Address 2:
City: Dorchester State: MA Zip Code: 02124
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$50000 Percentage of Initial Capital: 16.67
Capital Attestation: Yes

Entity Contributing Capital 3

Entity Legal Name: J.P. Caribbean Market Inc. Entity DBA:
Email: pdeo@hsph.harvard.edu Phone: 617-417-6582
Address 1: 49 Round Hill Street Address 2:
City: Jamaica Plain State: MA Zip Code: 02130
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$50000 Percentage of Initial Capital: 16.67
Capital Attestation: Yes

Entity Contributing Capital 4

Entity Legal Name: J.E.M. Revocable Trust Entity DBA:
Email: pcalias@comcast.net Phone: 339-927-0711
Address 1: 39 Swains Pond Avenue Address 2:
City: Melrose State: MA Zip Code: 02176
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$50000 Percentage of Initial Capital: 16.67
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: April Owner Last Name: Arrasate Owner Suffix:
Entity Legal Name: Double Road Holdings LLC Entity DBA:
Entity Description: April Arrasate held an interest in Doubling Road Holdings LLC, which was the 100% owner of Curaleaf LLC. Curaleaf is a marijuana producer in Connecticut. The interest was completely sold to another entity in 2017.
Entity Phone: 860-217-9318 Entity Email: info.ct@curaleaf.com Entity Website: www.ct.curaleaf.com
Entity Address 1: 100 Grist Mill Lane Entity Address 2:
Entity City: Simsbury Entity State: CT Entity Zip Code: 06070 Entity Country: USA
Entity Mailing Address 1: 100 Grist Mill Lane Entity Mailing Address 2:
Entity Mailing City: Simsbury Entity Mailing State: CT Entity Mailing Zip Code: 06070 Entity Mailing Country: USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: April Owner Last Name: Arrasate Owner Suffix:
Entity Legal Name: Core Empowerment MEP LLC Entity DBA:
Entity Description: Adult use marijuana products manufacturing company
Entity Phone: 860-620-3947 Entity Email: core23llc@gmail.com Entity Website:
Entity Address 1: 548A Congress Street Entity Address 2: Unit 6
Entity City: Portland Entity State: ME Entity Zip Code: 04101 Entity Country: USA
Entity Mailing Address 1: 548A Congress Street Entity Mailing Address 2: Unit 6

Entity Mailing City: Portland Entity Mailing State: ME Entity Mailing Zip Code: 04101 Entity Mailing Country: USA

Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: April Owner Last Name: Arrasate Owner Suffix:
Entity Legal Name: Core Empowerment ME LLC Entity DBA:
Entity Description: Adult use marijuana dispensary company
Entity Phone: 860-620-3947 Entity Email: core23llc@gmail.com Entity Website:
Entity Address 1: 548A Congress Street Entity Address 2: Unit 6
Entity City: Portland Entity State: ME Entity Zip Code: 04101 Entity Country: USA
Entity Mailing Address 1: 548A Congress Street Entity Mailing Address 2: Unit 6
Entity Mailing City: Portland Entity Mailing State: ME Entity Mailing Zip Code: 04101 Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: April Last Name: Arrasate Suffix:
Marijuana Establishment Name: Afrikai LLC Business Type: Other
Marijuana Establishment City: Boston Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 401A Centre Street
Establishment Address 2:
Establishment City: Boston Establishment Zip Code: 02130
Approximate square footage of the establishment: 5844 How many abutters does this property have?:
64
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Executed HCA Certification Form, Core Empowerment, 401 Centre Street.pdf	pdf	5c72a3193d84de123a6112a2	02/24/2019
Community Outreach Meeting Documentation	CCC Comm Outreach attachments A-B-C.PDF	pdf	5c742513293a5312448e9455	02/25/2019
Community Outreach Meeting Documentation	CE - Community Attestation Form.pdf	pdf	5c742c518d16491b5c0f8308	02/25/2019
Plan to Remain Compliant with Local Zoning	CE - Plan to Remain Compliant with Local Zoning.pdf	pdf	5c9267741e71bd126232eacd	03/20/2019

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
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ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

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

Individual Background Information 4

Role:	Other Role:
First Name: Tomas	Last Name: Gonzalez 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	CE - Certificate of Organization.pdf	pdf	5c64c1883779161b2a871fce	02/13/2019
Bylaws	LLC Agreement FINAL vJan 2019.pdf	pdf	5c788355eadf341230f684f7	02/28/2019
Secretary of Commonwealth - Certificate of Good Standing	CE - Massachusetts Certificate of Good Standing.pdf	pdf	5c923cd0635d511b3475323d	03/20/2019
Department of Revenue - Certificate of Good standing	CE - Department of Revenue Certificate of Good Standing.pdf	pdf	5c923ec53779161b2a876986	03/20/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
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Department of Unemployment Assistance - Certificate of Good standing	CE - Department of Unemployment Assistance Certificate of Good Standing.pdf	pdf	60074f25d18fa907c7d952ae	01/19/2021
Department of Revenue - Certificate of Good standing	CE - Department of Revenue Certificate of Good Standing.pdf	pdf	600889729597d30802d2f2de	01/20/2021
Secretary of Commonwealth - Certificate of Good Standing	CE - Secretary of the Commonwealth of Massachusetts Certificate of Good Standing.pdf	pdf	60089d03eb00b107e4547b4d	01/20/2021

Massachusetts Business Identification Number: 001332754

Doing-Business-As Name: Seed

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	CE - Proposed Timeline (1.19.21).pdf	pdf	600b69419a7da608237ac539	01/22/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Personnel policies including background checks	CE - Personnel Policies Including Background Checks.pdf	pdf	5c701d455d4b0b1b3ebbf26	02/22/2019
Maintaining of financial records	CE - Maintaining of Financial Records.pdf	pdf	5c7021573779161b2a87306d	02/22/2019
Qualifications and training	CE - Qualifications and Training.pdf	pdf	5c70276e5d4b0b1b3ebbf26	02/22/2019
Restricting Access to age 21 and older	CE - Restricting Access to Age 21 and Older.pdf	pdf	5c7888448d16491b5c0f8c8b	02/28/2019
Dispensing procedures	CE - Dispensing Procedures (Final).pdf	pdf	5d7fb16d271f0d1dcaf32ea5	09/16/2019
Transportation of marijuana	CE - Transportation of Marijuana (Final).pdf	pdf	5d7fb2380473c3226f35d98c	09/16/2019
Security plan	CE - Security Plan for Renewal.pdf	pdf	600b4f6995aefe083da12f86	01/22/2021
Storage of marijuana	CE - Storage of Marijuana Renewal.pdf	pdf	600b504991465f076d75c8e5	01/22/2021
Prevention of diversion	CE - Prevention of Diversion Renewal.pdf	pdf	600b510f99372e0774f72673	01/22/2021
Quality control and testing	CE - Quality Control and Testing Renewal.pdf	pdf	600b52629b156e07a06311c2	01/22/2021
Diversity plan	CE - Diversity Plan Update (1.20.21).pdf	pdf	600b544c134ce60848755ee6	01/22/2021
Inventory procedures	CE - Inventory Procedures Renewal.pdf	pdf	600b55fc134ce60848755eea	01/22/2021
Record Keeping procedures	CE - Record Keeping Procedures Renewal.pdf	pdf	600b57c49b156e07a06311c8	01/22/2021
Energy Compliance Plan	CE - Energy Compliance Plan.pdf	pdf	600b6dbc134ce60848755f0e	01/22/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	CE - Adequate Patient Supply.pdf	pdf	600795f8b11eae07c3c5b0fb	01/19/2021

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	CE - Reasonable Substitutions of Marijuana Types and Strains.pdf	pdf	6007960844f61c07f6801860	01/19/2021

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: It shall be a goal of Core Empowerment to establish the country's first Social Justice Cannabis Museum that will be designed to teach the community about the historical and cultural impacts of cannabis and will be staffed 20% by individual from Boston ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions.

Progress: The Social Justice Cannabis Museum is committed to abolishing the myths and misinformation surrounding cannabis and cannabinoid science by providing reliable information covering law, science, research, medical advances, forms of administration and a host of other cannabis related issues. The museum will be simultaneously launched with the Seed dispensary. Core has created a curating council of experts and is currently outfitting the museum exhibits. At this juncture, no hires have been made for the museum. If employees are brought onboard for the museum, Core will strive to meet the aforementioned goal. See the attached description of the museum.

Progress or Success Goal 2

Description of Progress or Success: It shall be a goal of the Company to hire, in a legal and non-discriminatory manner, 20% of its employees from the Boston ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions.

Progress: Core Empowerment recently completed its Post Provisional License Inspection and thus has just begun the hiring process. As the Company recruits it will strive to meet the aforementioned goal. As part of the hiring process, Seed has begun recruiting via job fairs. Seed, in

collaboration with our community partners – Jamaica Plain Neighborhood Development Corporation (“JPNDC”) and Office of Returning Citizens, organized and hosted a virtual job fair in December 2020. 47 individuals completed the JPNDC/Seed enrollment form, 21 individuals attended the virtual job fair, and 14 individuals have scheduled initial interviews.

Seed is hosting a second job fair, which will take place on Friday, January 29th. In January 2021, Seed met with and presented to the Mildred Hailey Association Task Force, the Mildred Hailey Partners, and Urban Edge to discuss the upcoming job fair. Additionally, the information for the second job fair was posted on JPNDC’s social media outlets, the JP Gazette, and The Patch. See the attached job fair flyers as well as an article published in the Jamaica Plain Gazette regarding the JPNDC job fair.

Progress or Success Goal 3

Description of Progress or Success: It shall be a goal of the Company to be a strong community partner by contributing \$500,000 (monetary donations to be made over five years of operations) to local charities that serve individuals from the Boston ADIs. Seed has and will continue to support a number of local charities including:

Jamaica Plain Neighborhood Development Corporation (JPNC)

Based in Jamaica Plain, JPNDC envisions an equitable and inclusive Boston in which all people have access to secure housing, economic prosperity, safe and vibrant neighborhoods, political power, and opportunities to fulfill their potential. JPNDC develops affordable housing that allows people to thrive, provides services that help people build on their strengths, and organizes people to pursue the changes they desire.

Mayor Office of Returning Citizens (ORC)

The Mayor's Office of Returning Citizens supports those who return to Boston after being released from state, federal, and county facilities each year. ORC's cornerstone is Project Opportunity, which deals specifically with the sealing and expungement of CORIs. ORC connects residents with free legal consultation regarding their CORIs, convenes experts to discuss CORI-related challenges and potential solutions; and connects residents with employment opportunities, job training, and related services, such as housing, food access, and transportation needs.

Mildred Hailey Tenants Task Force

Mildred Hailey Tenants Task Force works with residents to create a new tenant organization to address their top concerns: safety, conditions, and positive youth opportunities.

Union of Minority Neighborhoods

The Union of Minority Neighborhoods engages and trains minority communities to be active participants in rebuilding their communities.

Hyde Square Task Force (HSTF)

HSTF engages over 800 youth ages 6–25 in college and career preparation, Afro-Latin arts and cultural enrichment, and community-building initiatives. The organization preserves the voices and cultures that are valued and celebrated in Boston's Latin Quarter and beyond. In 2018 and 2019, Core Empowerment attended the annual meetings of the Hyde Square Task Force. Due to COVID-19, events became virtual in 2020. See Tab 2 of the attached Community Impact Plan for the organization's acknowledgement that Core Empowerment is a Marijuana Establishment.

La Chica Project

La Chica Project has a goal of developing a strength-based youth leadership program rooted in cultural competency and the celebration of Latino culture. See Tab 2 of the attached Community Impact Plan for the organization's acknowledgement that Core Empowerment is a Marijuana Establishment.

Jamaica Plain Regan Youth League

Regan Youth League provides boys and girls of Jamaica Plain and the surrounding communities with the opportunity to play organized baseball and softball in an open, safe, and friendly environment. Core Empowerment attended the Regan Closing event on Saturday, Jun 22, 2019.

Puerto Rican Festival - Festival Puertorriqueño de Massachusetts, Inc.

The annual Puerto Rican Festival brings together people from all heritages to share the Puerto Rican culture. The three-day event is held at Boston's City Hall Plaza. Puerto Rican traditions are celebrated and the rich Puerto Rican history is honored. Core Empowerment participated in the parade in July 2019. See Tab 2 of the attached Community Impact Plan for the organization's acknowledgement that Core Empowerment is a

Marijuana Establishment.

The Latin Quarters' World Fair (LQWF)

The LQWF is a volunteer run event organized by local activists, artists, organizations, youth, residents, and merchants who are committed to creating an event that represents the spirit of the Latin Quarter while ensuring the planning process is inclusive of the current community's input. On September 15th, Core Empowerment attended the Latin Quarter's World Fair; purchased a sponsorship to set up an informational table to further introduce SEED to the community. In addition, Seed volunteered to help at the Domino Tournament. See the attached receipt for proof of sponsorship. See Tab 2 of the attached Community Impact Plan for the organization's acknowledgement that Core Empowerment is a Marijuana Establishment.

Jamaica Plain Music Festival

The JP Music Festival assembles a convergence of musical genres, drawing upon the wide-ranging artistic community living in this part of Boston. The festival is fully inclusive and is a vibrant celebration of the music which is so alive in Jamaica Plain. On September 9, 2019, Core Empowerment sponsored and volunteered at the Festival. See the attached flyer. See Tab 2 of the attached Community Impact Plan for the organization's acknowledgement that Core Empowerment is a Marijuana Establishment.

Brain Aneurysm Foundation

Tinlin Family Golf Tournament to Support to Brain Aneurysm Foundation. Thomas J Tinlin, former Mass DOT Manager, created the First Annual Tinlin Family 18 for 18 Golf Tournament to help raise awareness and funds to combat this devastating disease. In April 2019, Core Empowerment volunteered at event and attended the closing ceremony.

The JP Burger Slam

This volunteer-driven philanthropic organization funds a wide range of programs at the Manning School including academic services and field trips at no additional cost to students. The organization's signature benefit event, the Burger Slam, raises funds to support the inclusive learning environment; along with Play Works, art, music and science programming. On Saturday, May 18th, 2019, Core Empowerment supported the JP Burger Slam and attended the event.

Caribbean-American Carnival Association of Boston

The Caribbean American Carnival Association of Boston provides Caribbean cultural awareness through social, political and educational programming. The organization supports the successful integration of Caribbean immigrants into the economic and professional sectors of the city which ensures financial prosperity for future generations. See Tab 2 of the attached Community Impact Plan for the organization's acknowledgement that Core Empowerment is a Marijuana Establishment.

Urban Edge

Urban Edge works with the City of Boston to promote high quality, sustainable and affordable communities undertaking complex and transformative urban projects.

Progress or Success Goal 4

Description of Progress or Success: It shall be the goal of the Company to host a minimum of 12 hours of informational programs annually for residents of Boston's ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions.

Progress: Core Empowerment has not launched operations. When the Company is operational, it will plan and execute the informational programs to achieve the stated goal.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: It shall be a goal of the Company to increase the number of individuals employed by the Company that fall within the target demographic (minorities, women, veterans, people with disabilities, and LGBTQ+) by 20% (or a minimum of 1 job, whichever is greater) of the number of jobs added.

Progress: The Core Empowerment executive team is comprised of two women (one of which is Black) and a Latino man. In addition, The Company has extended offers to its first hires. Two of the candidates are Latino males and one candidate is a woman. See the attached employee census.

Core Empowerment dba Seed has hosted a number of job fairs appealing to diverse candidates and candidates with CORIs. A copy of the Jamaica Plain Gazette newspaper article about the December job fair is attached.

Also attached are the position descriptions that Seed is utilizing in the hiring process (job fairs, Indeed and LinkedIn). All job posts include the following language, "Seed is an equal opportunity employer and does not discriminate in the recruitment, selection, or advancement of employees on the basis of race, sex, color, national origin, creed, age, religion, marital status, disability, political affiliation, or on any other basis prohibited by law. Employment opportunities shall be provided for applicants with disabilities and reasonable accommodation(s) shall be made to meet the physical or mental limitations of qualified applicants or employees."

Also attached is the Company's updated Diversity Plan.

Diversity Progress or Success 2

Description of Progress or Success: It shall be a goal of the Company to offer 100% of the Company's opportunities for advancement to management and executive positions internally.

Progress: Core Empowerment has not onboarded any employees as of the date of this submission. Going forward, the Company shall endeavor to advance current employees to management and executive positions.

Diversity Progress or Success 3

Description of Progress or Success: The Company shall endeavor to continue to engage with other businesses in its community and elsewhere that are owned and/or operated by minorities, women, veterans, people with disabilities and LGBTQ+ individuals.

Progress: Core Empowerment has engaged with two minority-owned construction management companies for the buildout of its Jamaica Plain dispensary and utilized a women-owned architectural firm for the design and construction oversight of the Jamaica Plain facility. See attached descriptions of these firms.

The Company already exceeds the parity standards set forth by the American Community Survey (ACS) 2010 U.S. Census and shall strive to maintain that standard. Workforce availability statistics for the Total Civilian Labor Force for Massachusetts are as follows: Women 48.8%, Minorities 20.7%, Persons with Disabilities 12%, and Veterans 7%.

HOURS OF OPERATION

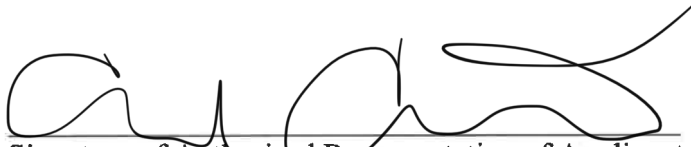
Monday From: 11:00 AM	Monday To: 8:00 PM
Tuesday From: 11:00 AM	Tuesday To: 8:00 PM
Wednesday From: 11:00 AM	Wednesday To: 8:00 PM
Thursday From: 11:00 AM	Thursday To: 8:00 PM
Friday From: 11:00 AM	Friday To: 8:00 PM
Saturday From: 11:00 AM	Saturday To: 8:00 PM
Sunday From: 11:00 AM	Sunday To: 8:00 PM

Host Community Agreement Certification Form

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

Applicant

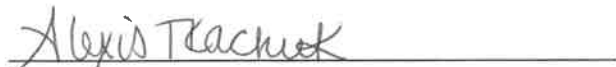
I, April Arrasate, (insert name) certify as an authorized representative of Core Empowerment LLC (insert name of applicant) that the applicant has executed a host community agreement with the City of Boston (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 02/07/2019 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, Alexis Tkachuk, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for the City of Boston (insert name of host community) to certify that the applicant and the City of Boston (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 02/07/2019 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

Attachment A
Newspaper Notice

CLASSIFIED

classifiedads@bostonherald.com

(617) 423-4545 (7 days a week)

Mon. - Fri. 8:45_{A.M.} - 6:00_{P.M.}Sat. - Sun. 3_{P.M.} - 6:00_{P.M.}Holidays 4:30_{P.M.} - 6:00_{P.M.}

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MONSTER

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real estate, real simpleCARFind
automotive, automagic

LEGAL NOTICES

LEGAL NOTICES

LEGAL NOTICES

ADVERTISEMENT
CITY OF BOSTONPARKS AND RECREATION DEPARTMENT
NOTICE TO CONTRACTORSInvitation for Bids for: Improvements Downer Playground,
Dorchester**NOTE: For information specific to this particular bid,
Please contact Nathan Frazee, @ 617-961-4505**

The City of Boston, acting by the Parks Commission, 1010 Massachusetts Avenue, Roxbury, MA 02118, hereinafter referred to as the Awarding Authority, hereby invites sealed bids for the project listed above.

Bids shall be on a form supplied by the Parks and Recreation Department, shall be clearly identified as a bid and signed by the bidder. All bids for this project are subject to all applicable provisions of law and in accordance with the terms and provisions of the contract documents entitled: **SAME AS ABOVE**

SCOPE OF WORK includes: **Furnishing all labor, materials, and equipment necessary for park improvements including: play structures, safety surfacing, pathways, half-court basketball, splash pad, passive areas, walls, fencing, lighting, dog park, planting, site furniture, and signage.**

Estimated cost of contract is \$ **930,000.00**

Bids shall be submitted before **2:00 P.M., Boston time, Thursday, January, 31, 2019**, and opened forthwith and read aloud. Bids shall be filed with the Awarding Authority, 1010 Massachusetts Avenue, third floor, Roxbury, MA 02118, accompanied by the bid deposit previous to the time named for opening of bid. The Awarding Authority reserves the right to waive any informalities, or to reject any and all bids, if it be in the Public Interest to do so.

SPECIFICATIONS AND PLANS will be available on a CD or USB on or about **Monday, January, 14, 2019, after 9:00 A.M., Boston time**, at the Parks and Recreation Department. Please note, no mailings or emails will be sent and a \$100.00 certified bank check or money order is **not required** for pick-up of the plans and specifications.

BIDDERS are hereby notified that bid deposits must be 5 percent of his/her bid, and shall be in the form of a bid bond, or certified check, treasurer's check, or cashier's check, bid bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Commissioner made payable to the City of Boston.

ATTENTION TO ALL BIDDERS The work force requirement (employee man-hour ratios per trade) for this contract are as follows: **Minority, 40 percent; Boston Resident, 51 percent; and Female, 12 percent.**

The successful bidder will be required to provide by insurance for the payment of compensation and the furnishing of other benefits under the Workmen's Compensation Law, General Laws (Ter.Ed.), chapter 152, to all persons to be employed under the contract, and sufficient proof of compliance with the foregoing stipulation will be required before commencing performance of this contract.

A performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Commissioner and in the sum of 100 percent of the contract price, as well as certain public liability and property damage insurance, will be required of the successful general contractor.

Prospective bidders are requested to attend a pre-bid conference in the Design & Construction Conference Room, 1010 Massachusetts Avenue, Roxbury, MA 02118 on **Tuesday, January, 22, 2019, at 10:00 A.M. Boston time.**

**CITY OF BOSTON
PARKS AND RECREATION DEPARTMENT
Christopher Cook
Commissioner
(January 14, 2019)**

Notice of Public Meeting

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

Date: Thursday, January 24th, 2018
Time: 6:00-8:00 PM
Location: 20 South St, Jamaica Plain, MA 02130

The Proposed Marijuana Establishment is anticipated to be located at:
401A Centre Street Jamaica Plain, 02130

There will be an opportunity for the public to ask questions.

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

**Edward M McGuire
Mayor's Office of Neighborhood Services
Edward M McGuire
edward.mcguire@boston.gov
617.635.2682**

Please note, the city does not represent the owner(s)/developer(s)/attorney(s). The purpose of this meeting is to get community input and listen to the residents' positions on this proposal. This flyer has been dropped off by the proponents per the city's request

Jan 14

MORTGAGE FORECLOSURE

MORTGAGE FORECLOSURE

MORTGAGE FORECLOSURE

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Bland McNulty to Wells Fargo Bank, N.A., dated October 14, 2005 and recorded in the Suffolk County Registry of Deeds in Book 38267, Page 218, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 12:00 PM on February 1, 2019, on the mortgaged premises located at 5170 Washington St aka 5168 Washington St, Unit 207, Bldg 1 aka Bldg A, Washington Cove Condominium, West Roxbury, Suffolk County, Massachusetts, all and singular the premises described in said mortgage.

TO WIT:

Unit No. 207 Building 1 also known as Building A (the 'Unit') of the Washington Grove Condominium created by Master Deed dated August 22, 2005 and recorded with Suffolk County Registry of Deeds ('Deeds') on August 29, 2005 in Book 37922, Page 141, as amended ('Master Deed') and as shown on a certain plan recorded simultaneously herewith.

For Title see deed recorded herewith
For mortgagor's(s) title see deed recorded with Suffolk County Registry of Deeds in Book 38267, Page 215.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication. Other terms, if any, to be announced at the sale.

WELLS FARGO BANK, N.A.
Present holder of said mortgage

By its Attorneys:
HARMON LAW OFFICES, P.C.
150 California St.
Newton, MA 02458
(617)558-0500
2017040188

Dec 31, Jan 7, 14

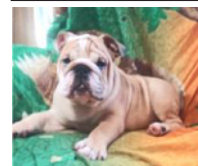
MARKETPLACE

MUSICAL INSTRUMENTS

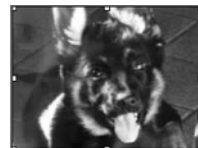
Top \$\$\$ Paid
We Buy ALL Musical Instruments - Guitars, Saxes, etc. We travel & PU. Cash on the spot! 617-594-3255

PETS

CAIRN TERRIERS AKC shots, wormed, Excl temp. Will deliver Adults Also Available 207-426-8871



English, French Bulldogs & Pomsy Puppies - ready to find homes & share love. 617-412-5532



GERMAN SHEPHERD PUPS AKC. M/F. 1st shots, hip & health guar. Parents on prem. \$1100. 978-249-3724

GERMAN SHEPHERD PUPS new litter, blk/tan, xlrgr parents, Vet ckd, shts, ready \$900+up, 603-435-9344

Check out **bostonherald.com** for the latest breaking news, columnists, blogs and more!

To reach the Boston Herald Classified Advertising Department, call **617-423-4545**.

PETS



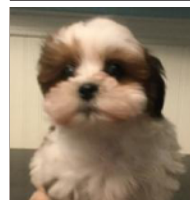
Goldendoodles- 4 M, 2 F, vet checked, health certificate, Heath guarantee, family raised, READY 12/22 FOR CHRISTMAS. Www.puppiesR4sale.com, \$1100.00; 603-498-6221

PUG PUPS

Black, happy, & healthy 603-487-2418



REGISTERED MALCHI PUPPIES FOR SALE Call 479-622-0288



Teddy Bear - 1 F only, 10 weeks old, family raised, vet checked, health cert. www.puppiesR4sale.com, \$850 603-498-6221

PETS

Yorkie Pups AKC males. Happy, healthy, home raised. Vet Checked. \$1200 & up 508 822 3231

WANTED TO BUY

CASH FOR JUNK CARS
Same day pickup
617-678-6833

CASH FOR TOOLS HAND OR POWER.
Carpenter, electrical, machinist, mechanic, plumber, call Andy 1-800-745-8665

Junk cars removed. Cash paid. 781 929 5323 SAME DAY SERVICE

WANTED CLASSIC CARS

Any condition Top Dollar Paid Looking for Porsche, Mercedes, Jaguar, any classic. Call Frank 203-692-5962

Check out **bostonherald.com** for the latest breaking news, columnists, blogs and more!

Call **617-423-4545** to place your classified ad.

SELL YOUR STUFF!

Run your merchandise for sale ad in the Boston Herald.

Call the Boston Herald Classifieds at 617.423.4545
*Rules and restrictions apply. Call for details.

Attachment B
Municipal Notice



RECEIVED
CITY CLERK'S OFFICE
2019 JAN 11 A 8:53

Notice of Public Meeting

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

Date: Thursday, January 24th, 2019
Time: 6:00-8:00 PM
Location: 20 South St, Jamaica Plain, MA 02130

The Proposed Marijuana Establishment is anticipated to be located at:

401A Centre Street Jamaica Plain, 02130

There will be an opportunity for the public to ask questions.

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

. Edward M McGuire
Mayor's Office of Neighborhood Services
Edward M McGuire
edward.mcguire@boston.gov
617.635.2682

Please note, the city does not represent the owner(s)/developer(s)/attorney(s). The purpose of this meeting is to get community input and listen to the residents' positions on this proposal. This flyer has been dropped off by the proponents per the city's request

Attachment C
Abutter Notice



Notice of Public Meeting

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

Date: Thursday, January 24th, 2018

Time: 6:00-8:00 PM

Location: 20 South St, Jamaica Plain, MA 02130

The Proposed Marijuana Establishment is anticipated to be located at:

401A Centre Street Jamaica Plain, 02130

There will be an opportunity for the public to ask questions.

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

. Edward M McGuire
Mayor's Office of Neighborhood Services
Edward M McGuire
edward.mcguire@boston.gov
617.635.2682

Please note, the city does not represent the owner(s)/developer(s)/attorney(s). The purpose of this meeting is to get community input and listen to the residents' positions on this proposal. This flyer has been dropped off by the proponents per the city's request



Aviso de reunión pública

Por este medio informamos a la comunidad de una reunión comunitaria para un establecimiento propuesto de marihuana:

Día: Miércoles 3 de octubre, 2018

Hora: 6:00-8:00PM

Lugar: 20 South St, Jamaica Plain, MA 02130

El establecimiento propuesto de Marijuana está ubicado en:

401A Centre Street Jamaica Plain, 02130

Habrà oportunidad para que el público haga preguntas.

Si usted tiene preguntas acerca de esta reunión favor contactar a:

. Edward M McGuire
Oficina de la Alcaldía para Servicios Comunitarios
edward.mcguire@boston.gov
617.635.2682

“Por favor tenga en cuenta que la Alcaldía no representa al presentador, solicitante o dueño de esta propuesta. El propósito de esta reunión es escuchar a la comunidad y la opinión de los residentes con respecto al proyecto. Este folleto ha sido dejado por los proponentes a solicitud de la Alcaldía”.

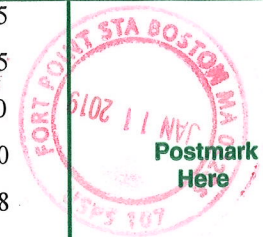
**U.S. Postal Service®
CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2138 7467 70

Certified Mail Fee	\$	3.45
Return Receipt (Hardcopy)	\$	2.75
Return Receipt (Electronic)	\$	0.00
Certified Mail Restricted Delivery	\$	0.00
Postage	\$	0.68
Total Postage and Fees	\$	6.88



Sent to: BRONK BRIAN
C/O BRIAN BRONK
11 BARBARA ST #2
JAMAICA PLAIN, MA 02130

Reference Information

Ian. Urquhart
108175-000000

WALZ
CERTIFIED
MAILER®

FROM

WALZ

FORM #45663 VERSION: E0818

Label #1

BRONK BRIAN
C/O BRIAN BRONK
11 BARBARA ST #2
JAMAICA PLAIN, MA 02130

Label #2

BRONK BRIAN
C/O BRIAN BRONK
11 BARBARA ST #2
JAMAICA PLAIN, MA 02130

Label #3

Alexandra Valdez
Office of Neighborhood Services
Boston City Hall, Room 805
1 City Hall Square, Room 805
Boston, MA 02201

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2138 7467 70

Certified Mail Fee \$ 3.45
Return Receipt (Hardcopy) \$ 2.75
Return Receipt (Electronic) \$ 0.00
Certified Mail Restricted Delivery \$ 0.00
Postage \$ 0.68
Total Postage and Fees \$ 6.88

Postmark
Here

Sent to: BRONK BRIAN
C/O BRIAN BRONK
11 BARBARA ST #2
JAMAICA PLAIN, MA 02130

Reference Information

Ian. Urquhart
108175-000000

PS Form 3800, Facsimile, July 2015

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

Alexandra Valdez
Office of Neighborhood Services
Boston City Hall, Room 805
1 City Hall Square, Room 805
Boston, MA 02201

Label #6 - Return Receipt Barcode (Sender's Record)

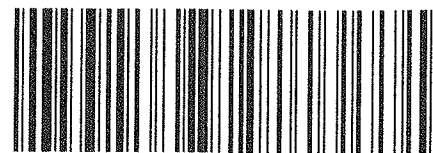


9590 9266 9904 2138 7467 73

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



9414 7266 9904 2138 7467 70

RETURN RECEIPT REQUESTED

FOLD AND TEAR THIS WAY →

FOLD AND TEAR THIS WAY →

Return Receipt (Form 3811) Barcode



9590 9266 9904 2138 7467 73

1. Article Addressed to:
BRONK BRIAN
C/O BRIAN BRONK
11 BARBARA ST #2
JAMAICA PLAIN, MA 02130

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2138 7467 70

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type:
☒ Certified Mail
☐ Certified Mail Restricted Delivery

Reference Information

108175-000000

Ian. Urquhart

PS Form 3811, Facsimile, July 2015

Domestic Return Receipt

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

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, Tomas Gonzalez, (insert name) attest as an authorized representative of Core Empowerment (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 Thursday, January 24th, 2019 (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 January 14, 2019 (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 January 11, 2019 (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 January 11, 2019 (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*).



Plan to Remain Compliant with Local Zoning

The City of Boston amended its zoning code on April 13, 2018, to allow the dispensing of marijuana for adult-use in various neighborhoods and subdistricts in the City of Boston. Core Empowerment LLC (the "Company"), is proposing to develop and operate a Marijuana Establishment at 401A Centre Street, Jamaica Plain, Massachusetts 02130. This site is located in the Jamaica Plain Neighborhood Local Convenience Zoning Subdistrict, which permits the operation of a marijuana establishment, specifically a Marijuana Retailer, by Conditional Use Permit from the Boston Zoning Board of Appeals (the "Board") pursuant to Article 55 of the City of Boston Zoning Code.

The Company appeared before the Board on March 12, 2019 and received its Conditional Use Permit. The Company has also recently entered into a host community agreement with the City.

Below is a list of the community meetings Core Empowerment conducted between October 2018 and February 2019.

10/2018	JP Partners meeting - Mildred Hailey/Bromley Heath
10/17/2018	JP Business and Professionals Association (JP BAPA) Letter of Support
11/16/2018	Angel Memorial Hospital/MSPCA Letter of No Opposition
12/5/2018	JPNC Zoning Subcommittee Letter of Support
12/10/2018	Jamaica Pond Association (Full Board)
12/13/2018	Hyde/Jackson Square Main Streets (Executive Meeting) Letter of Support
12/19/2018	Hyde Square Merchants Letter of Support
1/2/2019	Hyde Square Task Force
1/17/2019	Hyde Square Community Meeting (Posted flyers – ½ mile radius)
1/7/2019	Jamaica Pond Association (Full Board) Letter of No Opposition
1/22/2019	Jamaica Plain Neighborhood Council (Full Board) Letter of Support
1/24/2019	City Sponsored Meeting

The Company plans to continue to work with officials from the City to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.



Plan to Remain Compliant with Local Zoning

The Company hereby submits that it will continue to comply with all local and state requirements and will be responsible for ongoing compliance with local and state rules and regulations.

Below please find a copy of the final recreational cannabis zoning amendment for reference.



Plan to Remain Compliant with Local Zoning

Text Amendment Application No. 479
Cannabis Establishments
Boston Planning and Development
Agency

TEXT AMENDMENT NO. 432

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF BOSTON

IN ZONING COMMISSION

The Zoning Commission of the City of Boston, acting under Chapter 665 of the Acts of 1956, as amended, after due report, notice and hearing does hereby amend the text of the Boston Zoning Code, as established under Chapter 665 of the Acts of 1956, as amended, as follows:

1. By striking the definition “Medical Marijuana Treatment Center” from **Articles 2 and 2A** of the Code, and inserting in place thereof the following:

“Cannabis Establishment,” an entity, licensed and registered with the Commonwealth of Massachusetts that acquires, cultivates, possesses (including development of related products as edible marijuana infused products (MIP), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers cannabis, products containing cannabis, including, but not limited to an adult use cannabis establishment, a medical use cannabis establishment, a marijuana retailer, a marijuana product manufacturer or a marijuana cultivator. Cannabis Establishments shall include any Marijuana Establishment or Medical Marijuana Treatment Center licensed pursuant to 935 CMR 500, 105 CMR 725.100, or any successor regulation.

2. By amending **Article 8 (Regulation of Uses)** as follows:

- a. In **Section 8-7, Table A, Use Regulations**, ~~delete~~ existing Use Item #39B “Medical Marijuana Treatment Center” and insert the following use item:

39B	Cannabis Establishment	<u>S R H L B M I W MER</u>
		F* F* F* C* C* C* C* C* C*



Plan to Remain Compliant with Local Zoning

* Cannabis Establishment-provided that any cannabis establishment shall be sited at least one half mile or 2,640 feet from another existing cannabis establishment and at least 500 feet from a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. Distances shall be determined from the nearest lot line of the proposed establishment to the nearest lot line of an existing establishment or school. Use approval shall be applicable to the applicant only..

3. In the following articles:

- Article 38 (Midtown Cultural District)
- Article 39 (North Station Economic Development Area)
- Article 40 (South Station Economic Development Area)
- Article 41 (Huntington Avenue/Prudential Center District)
- Article 43 (Chinatown District)
- Article 44 (Leather District)
- Article 45 (Government Center/Markets District)
- Article 46 (Bulfinch Triangle District)
- Article 47 (Cambridge Street-North District)
- Article 50 (Roxbury Neighborhood District)
- Article 51 (Allston-Brighton Neighborhood District)
- Article 52 (Dorchester Avenue Neighborhood District)
- Article 53 (East Boston Neighborhood District)
- Article 54 (North End Neighborhood District)
- Article 55 (Jamaica Plain Neighborhood District)
- Article 56 (West Roxbury Neighborhood District)
- Article 57 (Saint Vincent Neighborhood District)
- Article 58 (City Square Neighborhood District)
- Article 59 (Mission Hill Neighborhood District)
- Article 60 (Greater Mattapan Neighborhood District)
- Article 61 (Audubon Circle Neighborhood District)
- Article 62 (Charlestown Neighborhood District)
- Article 63 (Bay Village Neighborhood District)
- Article 64 (South End Neighborhood District)
- Article 65 (Dorchester Neighborhood District)
- Article 66 (Fenway Neighborhood District)
- Article 67 (Roslindale Neighborhood District)
- Article 68 (South Boston Neighborhood District)
- Article 69 (Hyde Park Neighborhood District)
- Article 70 (Beth Israel Hospital Institutional District)
- Article 71 (Massachusetts College of Pharmacy Institutional District)



Plan to Remain Compliant with Local Zoning

Article 72 (New England Deaconess Hospital Institutional District)

Article 73 (Dana-Farber Cancer Institute Institutional District)

Article 90 (New Market Industrial-Commercial Neighborhood District)

- a. In Articles 38-41 and 44-47, in the sections on Use Regulations, delete the Conditional Use item, "Medical Marijuana Treatment Center".
- b. In Articles 38-41 and 44-47, in the sections on Use Regulations, subsection on Conditional Uses, insert the following:

"Cannabis Establishment-provided that any cannabis establishment shall be sited at least one half mile or 2,640 feet from another existing cannabis establishment and at least 500 feet from a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. Distances shall be determined from the nearest lot line of the proposed establishment to the nearest lot line of an existing establishment or school. Use approval shall be applicable to the applicant only."

- c. For Articles 43, 50-73 and 90, in each table of uses, delete the use "Medical Marijuana Treatment Center" and its associated footnote from the subcategory heading "Health Care Uses" or in the case of Article 43, the relevant Appendices.
- d. In each table of uses, under the subcategory heading "Retail Uses," or in the case of Article 43, the relevant Appendices, insert the following:

"Cannabis Establishment"

as a Forbidden Use in all Residential Districts and as a Conditional Use in all other Districts.

- e. In each table of uses, under the subcategory heading "Retail Uses," or in the case of Article 43, the relevant Appendices, next to the use "Cannabis Establishment:"

Insert the next, appropriate numerical footnote notation.

- f. At the end of the "Footnotes" section of each use table, insert, in appropriate numerical order with the appropriate footnote number, the following text:

* Cannabis Establishment-provided that any cannabis establishment shall be sited at least one half mile or 2,640 feet from another existing cannabis establishment and at least 500 feet from a pre-existing public or private



Plan to Remain Compliant with Local Zoning

school providing education in kindergarten or any of grades 1 through 12. Distances shall be determined from the nearest lot line of the proposed establishment to the nearest lot line of an existing establishment or school. Use approval shall be applicable to the applicant only.



Plan to Remain Compliant with Local Zoning

③

Text Amendment Application No. 479

Text Amendment No. **432**

Gay Hurley
Chairman

Ann Oza Bray
Vice Chairman

Joanna Kosh

Jim Statten

Catherine McDonnell

[Signature]

[Signature]

[Signature]

In Zoning Commission

Adopted: April 11, 2018


Attest: [Signature]
Executive Secretary



Plan to Remain Compliant with Local Zoning

Text Amendment Application No. 479

Text Amendment No. 432



Mayor, City of Boston

Date: 4-13-18

The foregoing amendment was presented to the Mayor on April 12, 2018, and was signed by him on April 13, 2018, whereupon it became effective on April 13, 2018 in accordance with Section 3 of Chapter 665 of the Acts of 1956, as amended.

Attest:



Executive Secretary
Boston Zoning Commission

Message

**Core Empowerment Marijuana Establishment - 401A Centre Street, Jamaica Plain**

Peri Higgins <peri@corecannabis.cc>

Wednesday, January 6, 2021 at 11:09 AM

To: cannabisboard@boston.gov; Cc: lesley.hawkinis@boston.gov; Glissman, Daniel; TOMAS GONZALEZ; april arrasate

To Whom It May Concern:

As required for Core Empowerment LLC's annual Cannabis Control Commission Marijuana Retailer license renewal, and pursuant to 935 CMR 500.103(4)(f), I am writing to request the records of any cost to the City of Boston related to the operation of Core Empowerment LLC's marijuana establishment located at 401A Centre Street, Jamaica Plain, MA 02131. In accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Thank you in advance for your prompt response.

Regards,
Peri Higgins
COO / CFO
Core Empowerment

Marijuana Establishment Municipal Response Attestation

In accordance with Section 935 CMR 500.103(4)(f) of the Massachusetts Code of Regulations, and in support of the renewal application of Core Empowerment LLC (d/b/a Seed) (the "**Applicant**") the undersigned Peri Higgins, Chief Operating Officer and Chief Financial Officer of the Applicant, hereby confirms and certifies to the Cannabis Control Commission (the "**CCC**") that:

1. On January 6, 2021, I submitted a written request to the City of Boston (the "**Host Community**") requesting records of any costs to the municipality reasonably related to the operation of the Applicant's Marijuana Establishment;
2. The Applicant has provided a copy of the request in connection with its renewal application; and
3. As of the date of this attestation, no response has been received from the Host Community.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of January 14, 2021



Name: Peri Higgins, CFO



Positive Impact Plan

Core Empowerment LLC (the “**Company**”) is proposing to site a Retail Marijuana Establishment in Jamaica Plain, a neighborhood of Boston, MA. Accordingly, the Company plans to focus its efforts in areas of disproportionate impact within the City of Boston, and on Massachusetts residents who have, or have parents or spouses who have, past drug convictions. Please see the map, attached hereto as Tab 1, identifying the portions of the City of Boston that have been identified by the Commission as areas of disproportionate impact (the “**Boston ADIs**”). In its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Positive Impact Plan.

Goals

The Company’s goals for its Positive Impact Plan are as follows:

1. It shall be a goal of the Company to establish the country’s first Social Justice Cannabis Museum and Educational Center that will be designed to teach the community about the historical and cultural impacts of cannabis and will be staffed twenty percent (20%) by individuals from Boston ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions;
2. It shall be a goal of the Company to hire, in a legal and non-discriminatory manner, twenty percent (20%) of its employees from the Boston ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions;
3. It shall be a goal of the Company to be a strong community partner by contributing five hundred thousand and 00/100 dollars (\$500,000) (monetary donations to be made over five (5) years of operations) to local charities that serve individuals from the Boston ADIs;
4. It shall be a goal of the Company to host a minimum of 12 hours of informational programs annually for residents of Boston’s ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and

Programs

1. The Company is proud to include as part of its Plan for Positive Impact that it is working on establishing and curating the country’s first Social Justice Cannabis Museum and Educational Center (the “**Museum**”). The Company is proposing to utilize half the ground level floor of its proposed dispensary space for the Museum and Educational Center. The Museum will positively impact areas of disproportionate impact by showcasing and identifying the disparate impacts that the war on drugs has had on people of color and individuals with lower incomes through art exhibits and educational programs (see the Curation Space Descriptions below). The Museum will be staffed twenty percent (20%) by individuals from Boston ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions (see the Company’s program for hiring contained in subsection 2 below for specific programs on how it will advertise for these positions). This space will provide a forum for interested persons to learn the history, use and cultural impacts of cannabis. The Company has proposed the below curating council to help identify the exhibits and programs for the Museum which includes the following individuals:



Positive Impact Plan

- a. Kaia Stearns - Lecturer on Education at Harvard University, Kaia is also a co-founder and director of the Prison Studies Project, which focuses on transformative justice, human rights, and education in prison.
 - b. Horace Small - Horace has been working professionally for non-profit organizations, government, political campaigns and unions since 1974. He served as President of Black Organizers and Activists for a two-year term and founded the Philadelphia Community School, which trained hundreds of activists in the skills of organizing and citizen empowerment.
 - c. Kaya Williams - Post-Doctoral College Fellow, Assistant Professor as of July 2020 at Harvard University. Kaya's Research and Teaching Interests include ethnographic methods; race; incarceration; mental health; municipal governance; law and law enforcement; U.S.-based ethnography.
 - d. Box Brown - Box Brown is a NY Times Best Seller and Ignatz Award winning cartoonist, illustrator and comic publisher from Philadelphia. Box is also the author of *Cannabis: The Illegalization of Weed in America*.
 - e. Stephanie A Soriano-Mills - Stephanie is a Criminal and Civil Rights Defense attorney in the City of Boston.
 - f. Niambe Tosh - Niambe is the daughter of Reggae Legend and Cannabis advocate Peter Tosh. Niambe serves many roles including the head of the Peter Tosh Estate and Brand; Managing Member of Tosh Holdings LLC (IP); Board Chairperson for the Peter Tosh Foundation Ltd.; and the President of PT Capital LLC (Cannabis).
2. In an effort to ensure it has the opportunity to interview and hire individuals from Boston's ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions, the Company will post a notice at the Mayor's Office of Returning Citizens¹ **two (2) months** prior to opening. The Company will also post **monthly notices** for **two (2) months** prior to opening in newspapers of general circulation in Boston such as the **Boston Herald**. The aforementioned notices will state that the Company is specifically looking for Massachusetts residents, who are 21 years or older, and have past drug convictions for employment. The Company will also engage with local community development corporations and non-profits that serve the Boston ADIs such as Urban Edge, the JP Neighborhood Development Corporation, Mildred Hailey Tenants Task Force, and the Union of Minority Neighborhoods to identify potential employees.
- Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.
3. In an effort to ensure it has a positive impact on Boston ADIs, the Company intends to contribute **five hundred thousand and 00/100 dollars (\$500,000)** in its first 5 years of operation to local non-profits and local cultural events that serve Boston ADIs, including but not limited to, the following: (a) the Hyde Square Task Force; (b) La Chica Project (Chica Inc.); (c) Caribbean American Carnival Association of Boston; (d) the Puerto Rican Arts

¹ The Mayor's Office of Returning Citizens is an office that provides support for those who return to Boston after being released from state, federal, and county facilities each year.



Positive Impact Plan

Festival; (e) the Latin Quarter World's Fair; and (f) the JP Music Fest. Please see the attached letters for confirmation that these groups will accept donations from the Company.

4. In an effort to ensure that the attendees at its informational sessions are individuals from Boston's ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions, the Company will post a notice at the Mayor's Office of Returning Citizens two (2) weeks prior to each session. The Company will also post weekly notices beginning at least two (2) weeks prior to opening in newspapers of general circulation in Boston such as the *Boston Herald*. The aforementioned notices will state that the Company is specifically looking for Massachusetts residents, who are 21 years or older, and have past drug convictions to attend said informational sessions. These informational sessions will include topics on how to build a career in the cannabis industry with a specific focus on individuals living in disproportionately impacted areas or who have prior arrest records but are still eligible for employment and are interested in the cannabis industry and educational seminars in the areas of restorative justice and jail diversion.

Measurements

The Company will annually review the following criteria in an effort to measure the success of its Plan to Positively Affect Areas of Disproportionate Impact:

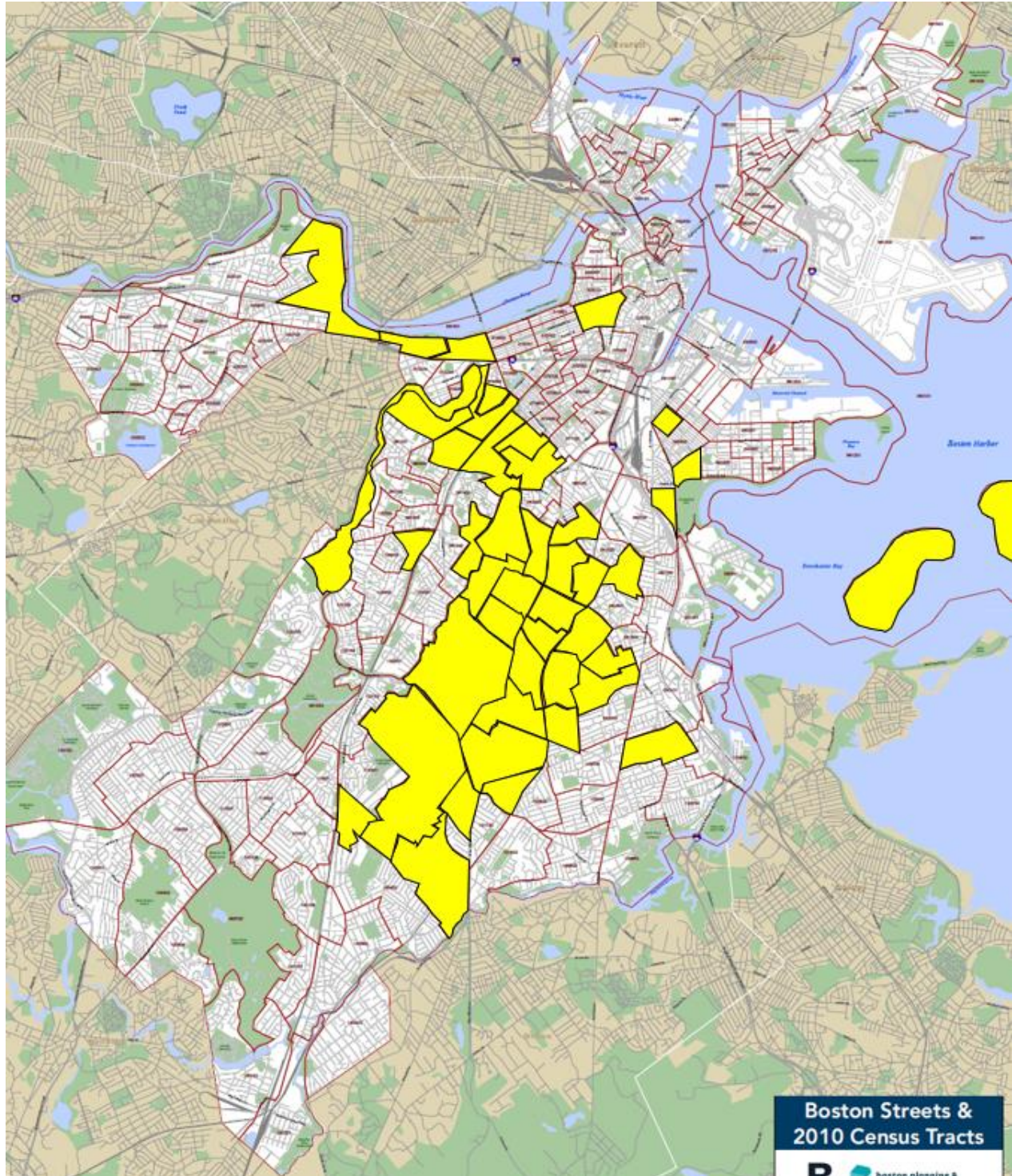
1. Identify and track the number of employees hired through its job development initiatives (for both its social justice museum and marijuana retailer);
2. Identify and track attendance at educational events;
3. Identify and track the Company's overall financial support to local community organizations and cultural events;
4. Identify and track the Company's volunteerism supporting local community organizations and cultural events.

Tomas Gonzalez, COO, will oversee the planning, implementation and execution of these community-based programs and charitable contributions for the company, in collaboration with the Company's senior executives and select community advisors.

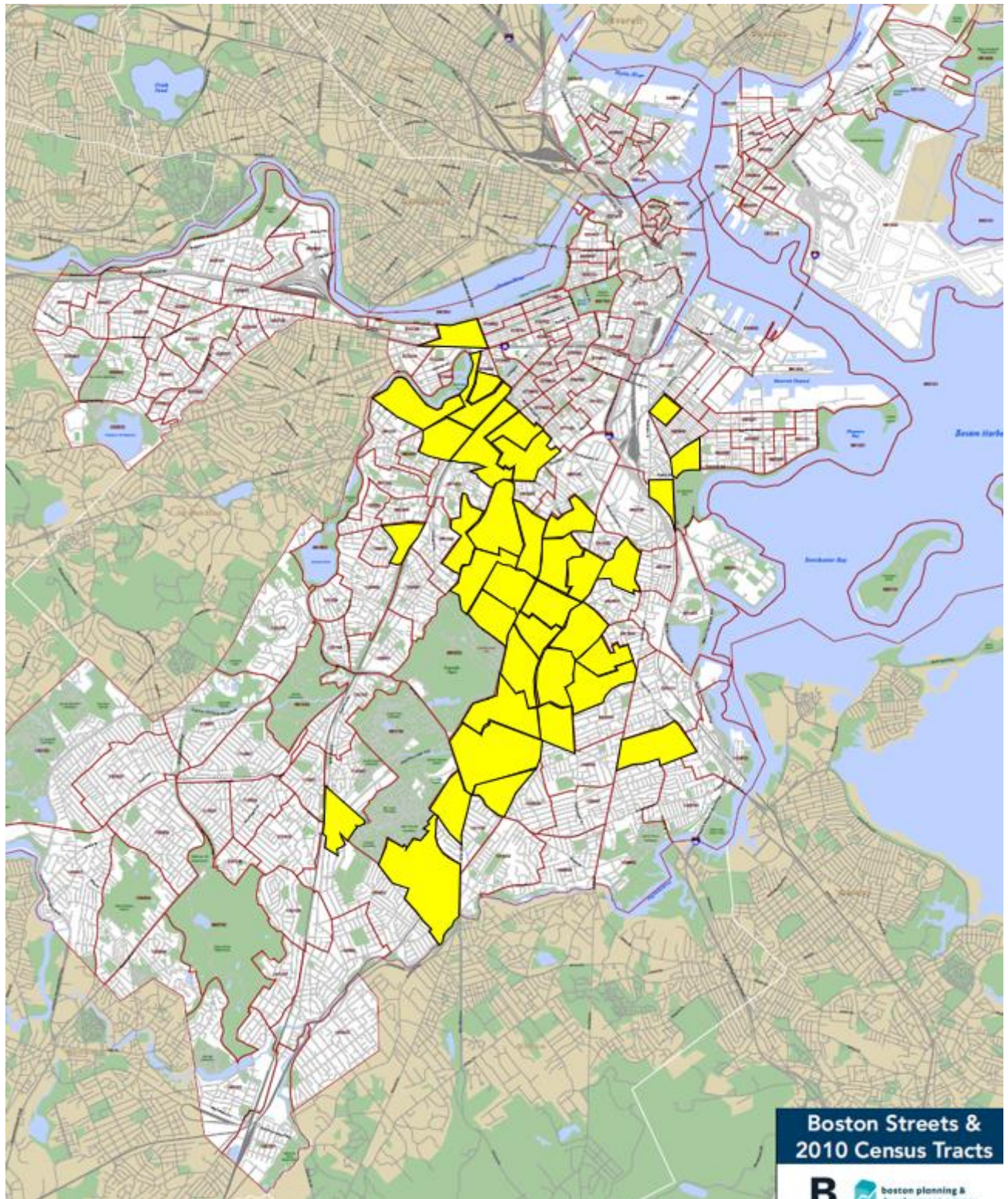
The Company affirmatively states that it: (1) it has reached out to and received written confirmation (attached as Tab 2) from the following to confirm that each will accept donations from the Company: (a) the Hyde Square Task Force; (b) La Chica Project (Chica Inc.); (c) Caribbean American Carnival Association of Boston; (d) the Puerto Rican Arts Festival; (e) the Latin Quarter World's Fair; and (f) the JP Music Fest; (2) 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; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon the renewal of this license.

TAB 1

CITY OF BOSTON AREAS OF DISPROPORTIONATE IMPACT BY CENSUS TRACT



CITY OF BOSTON AREAS OF DISPROPORTIONATE IMPACT BY CENSUS TRACT
(WITH PARKS REMOVED)



TAB 2



July 31st, 2019

Via E-Mail Delivery

Core Empowerment LLC
Attn: Tomas Gonzales
401 Centre Street
Jamaica Plain, MA 02130

Re: Cannabis Retail Establishment

Dear Tomas:

Chica Inc., is a 501(c)(3) not-for-profit organization dedicated to empowering young Latinas and other Women of Color to succeed through personal and professional development founded in 2011. We serve young women ages 14 to 18 from Boston, Lynn, Lawrence and the surrounding communities. Chica Project is pleased to have the opportunity to work with Core Empowerment LLC to help further our mission through donations, volunteers and support for our organization. It is important to Chica Inc. We acknowledge and understand that Core Empowerment LLC is a Cannabis Establishment.

Sincerely,

Nurys Camargo, Board President Chica Inc.

Cc: Erika Rodriguez, Executive Director, Chica Inc.

July 29, 2019

Via E-Mail Delivery

Core Empowerment LLC
Attn: Tomas Gonzales
401 Centre Street
Jamaica Plain, MA 02130

Re: Cannabis Retail Establishment

Dear Tomas:

Hyde Square Task Force (HSTF) is a 501(c)(3) not-for-profit organization, founded in 1991. HSTF's mission is to amplify the power, creativity, and voices of youth, connecting them to Afro-Latin culture and heritage so they can create a diverse, vibrant Latin Quarter and build a just, equitable Boston. We believe that communities are stronger when they create the conditions youth need to thrive. HSTF is pleased to have the opportunity to work with Core Empowerment LLC to help further our mission through donations, volunteers and support for our organization. We acknowledge and understand that Core Empowerment LLC is a Cannabis Establishment.

Sincerely,

A handwritten signature in cursive script, appearing to read "Celina E. Miranda".

Celina E. Miranda
Executive Director
Hyde Square Task Force

July 29, 2019

Via E-Mail Delivery

Core Empowerment LLC
Attn: Tomas Gonzales
401 Centre Street
Jamaica Plain, MA 02130

Re: Cannabis Retail Establishment

Dear Tomas:

Puerto Rican Festival of Am. Inc. is a 501(c)(3) not-for-profit To promote a cultural awareness and understanding of the Puerto Rican heritage, including but not limited to, the traditions folklore and other contributions of this community and specially the Commonwealth of Massachusetts. To promote and affirm self-sufficiency and responsibility when we teach others the history and cultural values of Puerto Ricans. To foster our citizenship rights to political participation in the mainstream electoral process. To encourage and foster community activism and climate conducive to better acceptance of ethnic and minority groups by creating educational and cross-cultural programs that creates multicultural and multiracial dialogues with other ethnic groups residing in Massachusetts. To conduct and encourage educational and community action programs for the benefits of Puerto Rican and all children. To bring awareness and be dedicated to preventing substance misuse, addiction and promoting recovery of our youth and adults. The Puerto Rican Festival of Ma is pleased to have the opportunity to work with Core Empowerment LLC, we acknowledge and understand that Core Empowerment LLC is a Cannabis Establishment and will help further our mission through donations, volunteers and support for our organization.

Sincerely,

A handwritten signature in black ink, appearing to read 'Edwin Alicea', with a large, stylized flourish at the end.

By: Edwin Alicea
Its: President
Date: July 29th 2019

August 1, 2019

Via E-Mail Delivery

Core Empowerment LLC
Attn: Tomas Gonzales
401 Centre Street
Jamaica Plain, MA 02130

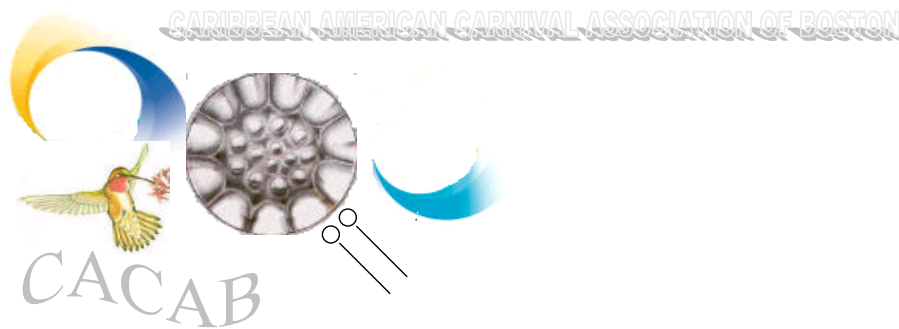
Re: Cannabis Retail Establishment

Dear Tomas:

Jamaica Plain Music Festival is a 501(c)(3) not-for-profit organization that supports local musicians and puts on a free, outdoor music festival every September in Jamaica Plain. We are pleased to have the opportunity to work with Core Empowerment LLC to help further our mission through donations, volunteers and support for our organization. We acknowledge and understand that Core Empowerment LLC is a Cannabis Establishment.

Sincerely,

Shamus Moynihan
President
JP Music Fest
Shamusjp@gmail.com
857-498-1045



July 25, 2019

Via E-Mail Delivery

Core Empowerment LLC
Attn: Tomas Gonzzales
401 Centre Street
Jamaica Plain, MA 02130

Re: Cannabis Retail Establishment

Dear Tomas:

The Caribbean American Carnival Association of Boston is a 501(c)(7) not-for-profit organization. The mission of the Caribbean American Carnival Association of Boston is to provide Caribbean cultural awareness through social, political and educational programming. The organization determination is to provide strong leadership, accountability, collaboration, diversity, quality and integrity in achieving its goals. We were founded for the sole purpose of organizing an annual Caribbean Carnival. However, this group expanded its role to include political, social and educational issues; it has become even more important to demonstrate the organization's strength by supporting the successful integration of Caribbean immigrants into the economic and professional sectors of the city which ensures financial prosperity for future generations. The Caribbean American Carnival Association of Boston is pleased to have the opportunity to work with Core Empowerment LLC to help further our mission through donations, volunteers and support for our organization. We acknowledge and understand that Core Empowerment LLC is a Cannabis Establishment.

If you have questions or concerns, please don't hesitate to reach out to Ms. Shirley Shillingford, CACAB President at 617-642-5185 (Shirley.Shillingford@gmail.com) or Kenya Beaman, CACAB Vice President at 617-331-3050 (kpatricebcl2000@yahoo.com).

Sincerely,
Shirley Shillingford
President

Kenya Beaman
Vice President

President-Shirley Shillingford, Vice President- Kenya Beaman,
Treasurer- Robert George, Executive, PRO- Michelle Defronzo, Secretary-
Advisory Board- Clarence Cooper, Charles Yancey, Dianne Wilkerson,
Congresswoman Ayanna Pressley, T. Dacia Shillingford-Compas
Honorary Board Members- Dr. Cal Whitworth & Althea Etienne Labad,
Board Members-Eileen Kenner, Carl Smith, Amina Nunez, Ruth Georges, Sonia Clark
Innocent "Sam" Cedeno, Cliff Methurin-Parliamentarian
10 Malcolm X Blvd, Boston, MA, 02119-1775
Contact: (617) 642-5185 & (617) 331-3050



Sunday, September 15, 2019
LatinQuarterWorldFair.com
latinquarterworldfair@gmail.com

July 30, 2019

Via E-Mail Delivery

Core Empowerment LLC
Attn: Tomas Gonzales
401 Centre Street
Jamaica Plain, MA 02130

Re: Cannabis Retail Establishment

Dear Tomas:

The Latin Quarter World's Fair's fiscal sponsor, Jamaica Plain Neighborhood Development Corporation, is a 501(c)(3) not-for-profit organization. The 2019 Latin Quarter World's Fair (LQWF) will be held in the heart of Boston's Latin Quarter on **Sunday, September 15, 2019**, and serve as the Latin Quarter's kick-off to National Latinx Heritage month in Boston. Building off the 20-year history of the JP World's Fair, the LQWF will be a *true* community festival celebrating the cultural traditions of the neighborhood. The LQWF is **organized by local activists, artists, organizations, youth, residents, and merchants** who are committed to creating an event that represents the spirit of past events while ensuring that the planning process is inclusive of the current community's esteemed input. With a series of **public community meetings, planning sessions, and surveys** leading up to the event where everyone can play a role the Latin Quarter World's Fair will indeed be *an event para la comunidad, por la comunidad*.

What makes the LQWF unique is its mission to create accessible & beneficial opportunities for local merchants, artists, and youth by:

- ☐ **Providing bilingual training** on the public event license process *and* **covering the cost of temporary food permits** for all participating Jamaica Plain food businesses
- ☐ **Training and hiring youth** to lead event activities at an hourly rate of \$20 per hour
- ☐ **Paying all artists who create or perform** at the event for their time and their services
- ☐ Offering **free vendor spaces for Jamaica Plain small businesses**

JPDNC/Latin Quarter World's Fair is pleased to have the opportunity to work with Core Empowerment LLC to help further our mission through donations, volunteers and support for our organization. We acknowledge and understand that Core Empowerment LLC is a Cannabis Establishment.

Sincerely,

Kelly Ransom, Coordinator
Latin Quarter World's Fair 2019
By:
Its:
Date:





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: 001332754

1. The exact name of the limited liability company is: CORE EMPOWERMENT LLC

2a. Location of its principal office:

No. and Street: 151 TALCOTT NOTCH ROAD
 City or Town: FARMINGTON State: CT Zip: 06032 Country: USA

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

No. and Street: PRINCE LOBEL TYE LP
ONE INTERNATIONAL PLACE, SUITE 3700
 City or Town: BOSTON State: MA Zip: 02110 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:

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC SHALL BE RETAIL, MARKETING AND DISTRIBUTION OF COMMERCIAL GOODS, AND ANY OTHER BUSINESS IN WHICH A MASSACHUSETTS LIMITED LIABILITY COMPANY IS AUTHORIZED TO ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHAEL P. ROSS
 No. and Street: PRINCE LOBEL TYE LLP
ONE INTERNATIONAL PLACE, SUITE 3700
 City or Town: BOSTON State: MA Zip: 02110 Country: USA

I, MICHAEL P. ROSS 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	APRIL ARRASATE	151 TALCOTT NOTCH ROAD FARMINGTON, CT 06032 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	APRIL ARRASATE	151 TALCOTT NOTCH ROAD FARMINGTON, CT 06032 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of June, 2018,
APRIL ARRASATE
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

June 15, 2018 04:09 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Limited Liability Company Operating Agreement (the “**Agreement**”) of Core Empowerment, LLC, a Massachusetts limited liability company (the “**Company**”), is entered into as of June 30, 2018 by and among the Company, the Initial Members executing this Agreement as of the date hereof and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a Joinder Agreement.

RECITALS

WHEREAS, the Company was formed by April Arrasate (the “**Sponsor**”) under the laws of the Commonwealth of Massachusetts by the filing of a Certificate of Organization with the Secretary of State of the Commonwealth of Massachusetts on June 15, 2018 (the “**Certificate of Organization**”);

WHEREAS, the Company has issued certain Membership Interests to the persons set forth on the signature page hereto as the initial members (“**Initial Members**”); and

WHEREAS, the Company intends to issue additional Membership Interests to investors; and

WHEREAS, the Company, the Sponsor and the Initial Members desire to enter into this Agreement to set forth the terms upon which the Company will be operated.

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

ARTICLE I DEFINITIONS

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

“**Acceptance Notice**” has the meaning set forth in Section 9.01(c).

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

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

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

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

purposes of determining such Member's Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect members of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years, and (ii) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

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

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

"Applicable Pro Rata Portion" means for purposes of Section 9.01, a Member's Pro Rata Portion of any New Interests proposed to be issued or sold by the Company.

"Award Agreements" has the meaning set forth in Section 3.03(a).

"Bankruptcy" means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member's assets; (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member's inability to pay its debts as they come due; (c) the making by such Member of a general assignment for the benefit of such Member's creditors; (d) the filing by such Member of an answer admitting the material allegations of, or such Member's consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding; or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member's assets.

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

"Book Value" means, with respect to any Company property, the Company's adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted

by Treasury Regulation Sections 1.704-1(b)(2)(iv)(d)-(g), except that, in the case of any property contributed to the Company, the Book Value of such property shall initially equal the Fair Market Value of such property.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Boston are authorized or required to close.

"Capital Account" has the meaning set forth in Section 5.03.

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

"Change of Control" means: (a) the sale of all or substantially all of the consolidated assets of the Company and the Company Subsidiaries to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Common Units on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Members to designate the Manager or elect a majority of the Managers (or the board of directors (or its equivalent) of the resulting entity or its parent company).

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

"Common Units" means the Units having the privileges, preference, duties, liabilities, obligations and rights specified with respect to "Common Units" in this Agreement.

"Company" has the meaning set forth in the Preamble.

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

"Company Subsidiary" means a Subsidiary of the Company.

"Competitor" means any Person competing with the Business in the Commonwealth of Massachusetts.

"Confidential Information" has the meaning set forth in Section 11.01(a).

"Contributing Capital Member" means any Member who has contributed or paid cash for their Membership Interest based upon the Fair Market Value of the Company at the time of such Person becoming a Member (other than the Initial Members) or was issued a Membership Interest in connection with any acquisition made by the Company and the issuance of such Membership Interests was deemed Fair Market Value for the value of the assets acquired (whether tangible, including other securities, or intangible) by the Manager in its reasonable discretion at the time of such acquisition.

"Covered Person" has the meaning set forth in Section 14.01(a).

"Distribution" means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; *provided*, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units or Unit Equivalents; (b) any recapitalization or exchange of securities of the Company; (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of

Units or otherwise) of any outstanding Units; or (d) any fees or remuneration paid to any Member in such Member's capacity as a Service Provider for the Company or a Company Subsidiary. **"Distribute"** when used as a verb shall have a correlative meaning.

"Drag-along Member" has the meaning set forth in Section 10.04(a).

"Drag-along Notice" has the meaning set forth in Section 10.04(c).

"Drag-along Sale" has the meaning set forth in Section 10.04(a).

"Dragging Member" has the meaning set forth in Section 10.04(a).

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

"Estimated Tax Amount" of a Member for a Fiscal Year means the Member's Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Manager.

"Excess Amount" has the meaning set forth in Section 7.04(c).

"Exercise Period" has the meaning set forth in Section 9.01(c).

"Exercising Member" has the meaning set forth in Section 9.01(d).

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

"Family Members" has the meaning set forth in Section 10.02(a).

"Financing Document" means any credit agreement, guarantee, financing or security agreement or other agreements or instruments governing indebtedness of the Company or any of the Company Subsidiaries.

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

"Fully Diluted Basis" means, as of any date of determination, (a) with respect to all the Units, all issued and outstanding Units of the Company and all Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable, or (b) with respect to any specified type, class or series of Units, all issued and outstanding Units designated as such type, class or series and all such designated Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable.

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

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

"Incentive Plan" has the meaning set forth in Section 3.03(a).

"Incentive Units" means the Units having the privileges, preference, duties, liabilities, obligations and rights specified with respect to "Incentive Units" in this Agreement and includes both Restricted Incentive Units and Unrestricted Incentive Units.

"Initial Cost" means, with respect to any Unit, the purchase price paid to the Company with respect to such Unit by the Member to whom such Unit was originally issued.

"Initial Members" means each Person identified as an Initial Member as of the date hereof.

"Issuance Notice" has the meaning set forth in Section 9.01(b).

"Joinder Agreement" means the joinder agreement in form and substance attached hereto.

"Liquidator" has the meaning set forth in Section 13.03(a).

"Losses" has the meaning set forth in Section 14.03(a).

"Manager" has the meaning set forth in Section 8.01.

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

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

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

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

"Members Schedule" has the meaning set forth in Section 3.01.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (based on the type and class of Unit or Units held by such Member), as applicable, (a) to a

Distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to a Distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Massachusetts Act.

"Net Income" and **"Net Loss"** mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

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

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

(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

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

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

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

"New Interests" has the meaning set forth in Section 3.04.

"Non-Exercising Member" has the meaning set forth in Section 9.01(d).

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

"Offering Member" has the meaning set forth in [Section 10.03\(a\)](#).

"Officers" has the meaning set forth in [Section 8.03](#).

"Permitted Transfer" means a Transfer of Common Units carried out pursuant to Section 10.02.
"Permitted Transferee" means a recipient of a Permitted Transfer.

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

"Pre-emptive Member" has the meaning set forth in Section 9.01(a).

"Proposed Transferee" has the meaning set forth in Section 10.05(a).

"Pro Rata Portion" or **"Pro Rata Ownership"** means:

(a) for purposes of Section 9.01, with respect to any Pre-emptive Member holding Common Units, on any issuance date for New Common Units, a fraction determined by dividing (i) the number of Common Units on a Fully Diluted Basis owned by such Pre-emptive Member immediately prior to such issuance by (ii) the total number of Common Units on a Fully Diluted Basis held by the Members on such date immediately prior to such issuance;

(b) for purposes of Section 10.03, with respect to an Applicable ROFR Rightholder holding Common Units, on any date of a proposed Transfer by an Offering Member, a fraction determined by dividing (i) the number of Common Units on a Fully Diluted Basis owned by such Applicable ROFR Rightholder immediately prior to such Transfer by (ii) the total number of Common Units on a Fully Diluted Basis held by the Members on such date immediately prior to such Transfer; and

(c) for all other purposes, the percentage of Units owned by any Member in relationship to the total number of Units issued and outstanding.

"Prospective Purchaser" has the meaning set forth in Section 9.01(b).

"Public Offering" means any underwritten public offering pursuant to a registration statement filed in accordance with the Securities Act.

"Qualified Member" has the meaning set forth in Section 12.01.

"Qualified Public Offering" means the sale, in a firm commitment underwritten public offering led by a nationally recognized underwriting firm pursuant to an effective registration statement under the Securities Act, of Units (or common stock of the Company or an IPO Entity) having an aggregate offering value (net of underwriters' discounts and selling commissions) of at least \$20,000,000 and shall be listed on any national securities exchange or quoted on the NASDAQ Stock Market System.

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

"Regulatory Allocations" has the meaning set forth in Section 6.02(d).

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

"Repurchase Notice" has the meaning set forth in Section 10.06(b)(i).

"Repurchased Incentive Units" has the meaning set forth in Section 10.06(b)(i).

"Restricted Incentive Units" has the meaning set forth in Section 3.03(c)(i).

"Restricted Period" has the meaning set forth in Section 11.02(a).

"ROFR Rightholders" has the meaning set forth in Section 10.03(a)(ii).

"Sale Notice" has the meaning set forth in Section 10.05(c).

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Selling Member" has the meaning set forth in Section 10.05(a).

"Shortfall Amount" has the meaning set forth in Section 7.04(b).

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Tag-along Member" has the meaning set forth in Section 10.05(a).

"Tag-along Notice" has the meaning set forth in Section 10.05(d)(ii).

"Tag-along Period" has the meaning set forth in Section 10.05(d)(ii).

"Tag-along Portion" has the meaning set forth in Section 10.05(d)(i).

"Tag-along Sale" has the meaning set forth in Section 10.05(a).

"Tax Advance" has the meaning set forth in Section 7.04(a).

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

"Tax Matters Member" has the meaning set forth in Section 12.04.

"Tax Rate" of a Member, for any period, means the highest marginal blended federal, state and local tax rate applicable to ordinary income, qualified dividend income or capital gains, as appropriate, for such period for an individual residing in Boston, Massachusetts taking into account for federal income tax purposes, the deductibility of state and local taxes and any applicable limitations on such deductions.

"Taxing Authority" has the meaning set forth in Section 7.05(b).

"Third Party Purchaser" means any Person who, immediately prior to the contemplated transaction, (a) does not directly or indirectly own or have the right to acquire any outstanding Units (or applicable Unit Equivalents) or (b) is not a Permitted Transferee of any Person who directly or indirectly owns or has the right to acquire any Preferred Units or Common Units (or applicable Unit Equivalents).

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

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

"Unallocated Item" has the meaning set forth in Section 6.05.

"Unit" means a unit representing a fractional part of the Membership Interests of the Members and shall include all types and classes of Units, including the Preferred Units, the Common Units and the Incentive Units; *provided*, that any type or class of Unit shall have the privileges, preference, duties, liabilities, obligations and rights set forth in this Agreement and the Membership Interests represented by such type or class or series of Unit shall be determined in accordance with such privileges, preference, duties, liabilities, obligations and rights.

"Unit Equivalents" means any security or obligation that is by its terms, directly or indirectly, convertible into, exchangeable or exercisable for Units, and any option, warrant or other right to subscribe for, purchase or acquire Units.

"Voting Members" has the meaning set forth in Section 4.06(b).

"Voting Units" has the meaning set forth in Section 4.06(a).

"Withholding Advances" has the meaning set forth in Section 7.05(b).

Section 1.02 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on June 15, 2018, pursuant to the provisions of the laws of the Commonwealth of Massachusetts, upon the filing of the Certificate of Organization with the Secretary of State of the Commonwealth of Massachusetts.

(b) This Agreement shall constitute the "operating agreement" of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the laws of the Commonwealth of Massachusetts and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement and in conflict with the laws of the Commonwealth of Massachusetts, the laws of the Commonwealth of Massachusetts shall control.

Section 2.02 Name. The name of the Company is "CORE EMPOWERMENT, LLC" or such other name or names as the Manager may from time to time designate.

Section 2.03 Principal Office. The principal office of the Company is located at 151 Talcott Notch Road, Farmington, CT 06032, or such other place as may from time to time be determined by the Manager.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time.

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

Section 2.05 Purpose; Powers.

(a) The purpose of the Company is to own and operate companies or businesses that are licensed to cultivate, process and dispense either medical or recreational marijuana under the Applicable Laws of the Commonwealth of Massachusetts (the "**Business**") and to otherwise engage in any lawful act or activity for which limited liability companies may be formed under the Commonwealth of Massachusetts and to engage in any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by Applicable Law.

Section 2.06 Term. The term of the Company commenced on the date the Certificate of Organization was filed and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

Section 2.07 No State-Law Partnership. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take any action inconsistent with such treatment. The Members intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member, Manager or Officer of the Company shall be a partner or joint venturer of any other Member, Manager or Officer of the Company, for any purposes other than as set forth in the first sentence of this Section 2.07.

ARTICLE III UNITS

Section 3.01 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series. Each type, class or series of Units shall have the privileges, preference, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. The Manager shall maintain a schedule of all Members, their respective mailing addresses and the amount and series of Units held by them (the "**Members Schedule**") and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as **Schedule A**.

Section 3.02 Authorization and Issuance of Common Units. Subject to compliance with Section 9.01 and Section 10.01(b), the Company is hereby authorized to issue a class of Units designated as Common Units. As of the date hereof, the number of Common Units issued and outstanding are set forth on the Members Schedule opposite each Member's name.

Section 3.03 Authorization and Issuance of Incentive Units.

(a) The Company is hereby authorized to issue Incentive Units to employees, consultants or other advisors of the Company or any Company Subsidiary (collectively, "**Service Providers**"). The Manager is hereby authorized to adopt a written plan pursuant to which all Incentive Units shall be granted in compliance with Rule 701 of the Securities Act or another applicable exemption (such plan as in effect from time to time, the "**Incentive Plan**"). The Manager shall provide notice of any Incentive Plan or Award Agreements to the members prior to the implementation of such Plan or Agreement and otherwise comply with Rule 701. The Manager is hereby authorized to negotiate and enter into award agreements with each Service Provider to whom it grants Incentive Units (such agreements, "**Award Agreements**"). Each Award Agreement shall include such terms, conditions, rights and obligations as may be determined by the Manager.

(b) Notwithstanding anything contained herein to the contrary, the number of Incentive Units that the Company may issue pursuant to the Incentive Plan including all Restricted Incentive Units and any Unrestricted Incentive Units shall not exceed 15% of the aggregate total of Units outstanding on a Fully Diluted Basis as of the date of the proposed grant.

(c) The Manager shall establish such vesting criteria for the Incentive Units as it determines in its discretion. As used in this Agreement:

(i) any Incentive Units that have not vested pursuant to the terms of the Incentive Plan and any associated Award Agreement are referred to as "**Restricted Incentive Units**"; and

(ii) any Incentive Units that have vested pursuant to the terms of the Incentive Plan and any associated Award Agreement are referred to as "**Unrestricted Incentive Units**."

(d) The Company and each Member hereby acknowledge and agree that, with respect to any Service Provider, such Service Provider's Incentive Units constitute a "profits interest" in the Company within the meaning of Rev. Proc. 93-27 (a "**Profits Interest**"), and that any and all Incentive Units received by a Service Provider are received in exchange for the provision of services by the Service Provider to or for the benefit of the Company in a Service Provider capacity or in anticipation of becoming a Service Provider.

Section 3.04 Other Issuances. In addition to the existing Common Units, the Company is hereby authorized to issue additional Common Units (collectively, "**New Interests**") only in the following circumstances: (i) subject to the Pre-emptive Rights set forth herein, in the event that the Company needs any additional funds to operate its Business including, without limitation, making any acquisitions; (ii) in connection with the Company entering into any strategic partnership, strategic relationship or similar joint venture relationship; or (iii) in connection with any acquisition or merger in which all or part of the consideration is to be paid by the issuance of Common Units. Without the approval of Members owning 75% of the outstanding Membership Interests, the Company may not issue any New Interest that shall have any rights to distributions senior in right of payment to the existing Common Units.

Section 3.05 Certification of Units.

(a) The Company in its sole discretion may, but shall not be required to, issue certificates to the Members representing the Units held by such Member.

(b) In the event that the Company shall issue certificates representing Units in accordance with Section 3.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

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

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

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

(a) New Members may be admitted from time to time (i) in connection with an issuance of Units by the Company as set forth in Section 3.04, or subject to compliance with the provisions of Section 4.05(b), Section 9.01 and Section 10.01(b), as applicable, and (ii) in connection with a Transfer of Units, subject to compliance with the provisions of ARTICLE X, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Units, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement. Upon the amendment of the Members Schedule by the Manager and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued his, her or its Units. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 5.03.

Section 4.02 No Personal Liability. Except as otherwise provided by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member; *provided, however*, that this Agreement shall continue to apply with respect to any Units that have been called in accordance with Section 10.06 until full payment is made therefor in accordance with the terms of this Agreement.

Section 4.04 Death. The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such Member's heirs; *provided*, that within a reasonable time after such Transfer, the applicable heirs shall sign a written undertaking substantially in the form of the Joinder Agreement.

Section 4.05 Voting.

(a) Except as otherwise provided by this Agreement (including Section 4.05(b) and Section 15.09) or as otherwise required by the Massachusetts Act or Applicable Law, each Member shall be entitled to one vote per Common Unit on all matters upon which the Members have the right to vote under this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Company shall not, and shall not permit any of the Company Subsidiaries to, engage in or cause

any of the following transactions or take any of the following actions, and the Manager shall not permit or cause the Company or any of the Company Subsidiaries to engage in, take or cause any such action except with the prior approval of the holders of 75% of the outstanding Units:

(i) the issuance of any Units that are senior in any respect to distributions to the existing Common Units;

(ii) a merger, consolidation, conversion or other similar transaction involving the Company or any of the Company Subsidiaries in which the holders of the Common Units (or equivalent Company Subsidiary securities) immediately prior to such transaction hold in the aggregate less than a majority of the outstanding voting equity securities of the surviving entity immediately after such transaction if as a result of such transaction any Member would receive consideration with a Fair Market Value less than 1.5x their Capital Contribution;

(iii) the sale, lease or conveyance of all or substantially all of the assets of the Company and the Company Subsidiaries on a consolidated basis if as a result of such transaction the Company would receive consideration with a Fair Market Value less than \$5.0 million in the aggregate; or

(iv) any action that results in a liquidation or dissolution of the Company or any Company Subsidiary other than as a result of any transaction covered by (ii) or (iii) above.

Section 4.06 Meetings.

(a) **Voting Units.** As used herein, the term "**Voting Units**" shall mean the holders of all Units other than any Incentive Units.

(b) **Calling the Meeting.** Meetings of the Members may be called by (i) the Manager or (ii) by a Member or group of Members holding more than 20% of the then-outstanding votes attributable to the relevant Voting Units. Only Members who hold the relevant Voting Units ("**Voting Members**") shall have the right to attend meetings of the Members.

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

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

Section 4.07 Quorum. A quorum of any meeting of the Voting Members shall require the presence of the Members holding a majority of the appropriate Voting Units held by all Members. Subject to Section 4.08, no action at any meeting may be taken by the Members unless the appropriate quorum is present. Subject to Section 4.08, no action may be taken by the Members at any meeting at which a

quorum is present without the affirmative vote of Members holding a majority of the appropriate Voting Units held by all Members.

Section 4.08 Action Without Meeting. Notwithstanding the provisions of Section 4.07, any matter that is to be voted on, consented to or approved by Voting Members may be taken without a meeting, provided that all Voting Members receive prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than a majority of the appropriate Voting Units held by all Members subject to any super-majority voting requirements of this Agreement. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 4.09 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and by Applicable Law. Except as otherwise specifically provided by this Agreement or required by Applicable Law, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

ARTICLE V

CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 5.01 Initial Capital Contributions. Contemporaneously with the execution of this Agreement and as set forth in the respective Subscription Agreements, each Initial Member has made the Capital Contribution giving rise to such Initial Member's initial Capital Account and is deemed to own the number, type, series and class of Units, in each case, in the amounts set forth opposite such Initial Member's name on the Members Schedule as in effect on the date hereof.

Section 5.02 Additional Capital Contributions.

(a) No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Manager and in connection with an issuance of Units made in compliance with Section 3.04.

(b) No Member shall be required to lend any funds to the Company and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member.

Section 5.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "**Capital Account**") on its books and records in accordance with this Section 5.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

- (a) Each Member's Capital Account shall be increased by the amount of:
 - (i) such Member's Capital Contributions, including such Member's initial Capital Contribution;
 - (ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE VI; and

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

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

(i) the cash amount or Book Value of any property Distributed to such Member pursuant to ARTICLE VII and Section 13.03(c);

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

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

Section 5.04 Succession Upon Transfer. In the event that any Units are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units and, subject to Section 6.04, shall receive allocations and Distributions pursuant to ARTICLE VI, ARTICLE VII and ARTICLE XIII in respect of such Units.

Section 5.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in his, her or its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 5.06 No Withdrawal. No Member shall be entitled to withdraw any part of his, her or its Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any Distributions to any Members, in liquidation or otherwise.

Section 5.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 5.03(a)(iii), if applicable.

Section 5.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE VI ALLOCATIONS

Section 6.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), except as otherwise provided in this Agreement, Net Income and Net Loss (and, to the extent necessary, individual items of income, gain, loss or deduction) of the Company shall be allocated among the Members in a manner such that, after giving effect to the special allocations set forth in Section 6.02, the Capital Account balance of each Member, immediately after making such allocations, is, as nearly as possible, equal to (i) the Distributions that would be made to such Member pursuant to Section 13.03(c) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Book Value of the assets securing such liability), and the net assets of the Company were Distributed, in accordance with Section 13.03(c), to the Members immediately after making such allocations, minus (ii) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

Section 6.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 6.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 6.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event any Member unexpectedly receives any adjustments, allocations or Distributions described in *Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6)*, Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or Distributions as quickly as possible. This Section 6.02(c) is intended to comply with the qualified income offset requirement in *Treasury Regulations Section 1.704-1(b)(2)(ii)(d)* and shall be interpreted consistently therewith.

(d) The allocations set forth in paragraphs (a), (b) and (c) above (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Treasury Regulations

under Code Section 704. Notwithstanding any other provisions of this ARTICLE VI (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 6.03 Tax Allocations.

(a) Subject to Section 6.03(b) through Section 6.03(e), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions among the Members for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

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

(c) If the Book Value of any Company asset is adjusted pursuant to *Treasury Regulation Section 1.704-1(b)(2)(iv)(f)* as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

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

(e) The Company shall make allocations pursuant to this Section 6.03 in accordance with the traditional method in accordance with Treasury Regulations Section 1.704-3(d).

(f) Allocations pursuant to this Section 6.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, Distributions or other items pursuant to any provisions of this Agreement.

Section 6.04 Allocations in Respect of Transferred Units. In the event of a Transfer of Units during any Fiscal Year made in compliance with the provisions of ARTICLE X, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Units for such Fiscal Year shall be determined using the interim closing of the books method.

Section 6.05 Curative Allocations. In the event that the Tax Matters Member determines, after consultation with counsel experienced in income tax matters, that the allocation of any item of Company income, gain, loss or deduction is not specified in this ARTICLE VI (an "**Unallocated Item**"), or that the allocation of any item of Company income, gain, loss or deduction hereunder is clearly

inconsistent with the Members' economic interests in the Company (determined by reference to the general principles of Treasury Regulations Section 1.704-1(b) and the factors set forth in Treasury Regulations Section 1.704-1(b)(3)(ii)) (a "**Misallocated Item**"), then the Manager may allocate such Unallocated Items, or reallocate such Misallocated Items, to reflect such economic interests; *provided*, that no such allocation will be made without the prior consent of each Member that would be adversely and disproportionately affected thereby; and *provided, further*, that no such allocation shall have any material effect on the amounts distributable to any Member, including the amounts to be distributed upon the complete liquidation of the Company.

ARTICLE VII DISTRIBUTIONS

Section 7.01 General.

(a) Subject to Section 7.01(b), Section 7.02 and Section 7.04, the Manager shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations, capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to Members if such Distribution would violate Applicable Law.

Section 7.02 Priority of Distributions. After making all Distributions required for a given Fiscal Year under Section 7.04 and subject to the priority of Distributions pursuant to Section 13.03(c), if applicable, all Distributions determined to be made by the Manager pursuant to Section 7.01 shall be made to the Members based on their Pro Rata Ownership.

Section 7.03 Limitations on Distributions to Incentive Units.

(a) Notwithstanding the provisions of Section 7.02, no Distribution (other than Distributions pursuant to Section 7.04) shall be made to a Member on account of its Restricted Incentive Units. Any amount that would otherwise be Distributed to such a Member but for the application of the preceding sentence shall instead be retained in a segregated Company account to be Distributed in accordance with Section 7.02 by the Company and paid to such Member if, as and when the Restricted Incentive Unit to which such retained amount relates vests pursuant to Section 3.03(c).

(b) It is the intention of the parties to this Agreement that Distributions to any Service Provider with respect to his Incentive Units be limited to the extent necessary so that the related Membership Interest constitutes a Profits Interest. In furtherance of the foregoing, and notwithstanding anything to the contrary in this Agreement, the Manager shall, if necessary, limit any Distributions to any Service Provider with respect to his Incentive Units so that such Distributions do not exceed the available profits in respect of such Service Provider's related Profits Interest.

Section 7.04 Tax Advances.

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

(b) If, at any time after the final Quarterly Estimated Tax Amount has been Distributed pursuant to Section 7.04(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "**Shortfall Amount**"), the Company shall use commercially reasonable efforts to Distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to Distribute Shortfall Amounts with respect to a Fiscal Year before the 75th day of the next succeeding Fiscal Year; *provided*, that if the Company has made Distributions other than pursuant to this Section 7.04, the Manager may apply such Distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 7.04 for any Fiscal Year exceed such Member's Tax Amount (an "**Excess Amount**"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 7.04, except to the extent taken into account as an advance pursuant to Section 7.04(d).

(d) Any Distributions made pursuant to this Section 7.04 shall be treated for purposes of this Agreement as advances on Distributions pursuant to Section 7.02 and shall reduce, dollar-for-dollar, the amount otherwise Distributable to such Member pursuant to Section 7.02.

Section 7.05 Tax Withholding; Withholding Advances.

(a) **Tax Withholding.** If requested by the Manager, each Member shall, if able to do so, deliver to the Manager:

(i) an affidavit that the applicable Member (or its members, as the case may be) is not subject to withholding under the provisions of any federal, state, local, foreign or other Applicable Law;

(ii) any certificate that the Manager may reasonably request with respect to any such laws; and/or

(iii) any other form or instrument reasonably requested by the Manager relating to any Member's status under such law.

If a Member fails or is unable to deliver to the Manager the affidavit described in Section 7.05(a)(i), the Manager may withhold amounts from such Member in accordance with Section 7.05(b).

(b) **Withholding Advances.** The Company is hereby authorized at all times to make payments ("**Withholding Advances**") with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Tax Matters Member based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a "**Taxing Authority**") with respect to any Distribution or allocation by the Company of income or gain to such Member (including payments made pursuant to Code Section 6225 as amended by the BBA and allocable to a Member as determined by the Tax Matters Member in its sole discretion) and to withhold the same from Distributions to such Member. Any funds withheld from a Distribution by reason of this Section 7.05(b) shall nonetheless be deemed Distributed to the Member in question for all purposes under this Agreement and, at the option of the Manager, shall be charged against the Member's Capital Account.

(c) **Indemnification.** Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member. The provisions of this Section 7.05(c) and the obligations of a Member pursuant to Section 7.05(b) shall survive the termination, dissolution, liquidation and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Units. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 7.05, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(d) **Over-withholding.** Neither the Company nor the Manager shall be liable for any excess taxes withheld in respect of any Distribution or allocation of income or gain to a Member. In the event of an over-withholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

Section 7.06 Distributions in Kind.

(a) The Manager is hereby authorized, in its sole discretion, to make Distributions to the Members in the form of securities or other property held by the Company; *provided*, that Tax Advances shall only be made in cash. In any non-cash Distribution, the securities or property so Distributed will be Distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be Distributed among the Members pursuant to Section 7.02.

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

ARTICLE VIII MANAGEMENT

Section 8.01 Management of the Company. The business and affairs of the Company shall be managed by the Manager as the Managing Member. The initial Manager shall be April Arrasate.

Subject to the provisions of Section 8.02, the Managing Member shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such reasonable actions as it deems necessary or appropriate to accomplish the purposes of the Company. The actions of the Managing Member taken in accordance with the provisions of this Agreement and made in good faith shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Managing Member pursuant to a resolution expressly authorizing such action which resolution is duly adopted by the Managing Member.

Section 8.02 Actions Requiring Approval of Members. Without the prior written approval of Members owning 75% of the Pro Rata Ownership, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Certificate of Organization or this Agreement that would materially and disproportionately affect any Member as compared to other Members; *provided* that the Managing Member may, without the consent of the Members, amend Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Make any material change to the nature of the Business conducted by the Company or enter into any new line of business other than the Business set forth in Section 2.05(a);

(c) Issue additional Membership Interests or admit additional Members to the Company except in accordance with Section 3.04.

(d) Incur any indebtedness in an amount in excess of \$50,000, or pledge or grant liens on any assets or guarantee, assume, endorse or otherwise become responsible for the obligations of any other Person, except to the extent incurred in the ordinary course of business (which shall include loans to operate the business or construct new facilities or improve existing facilities) or pursuant to Applicable Law;

(e) Make any loan, advance or capital contribution in any Person, in an amount in excess of \$50,000;

(f) Enter into, amend in any material respect, waive or terminate any related party agreement in which the Manager is an individual party other than the entry into a related party agreement that is on an arm's length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(g) Enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange or other acquisition (including by merger, consolidation, acquisition of stock or acquisition of assets) by the Company of any assets and/or equity interests of any Person, other than in the ordinary course of business or other than as provided in Section 4.05(b)(ii) or (iii) such that no vote of Members is required;

(h) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of any assets, other than sales of inventory in the ordinary course of business or other than as provided in Section 4.05(b)(ii) or (iii) such that no vote of Members is required;

(i) Settle any lawsuit, action, dispute or other proceeding or otherwise assume any liability with a value in excess of \$100,000 or agree to the provision of any equitable relief by the Company;

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

(k) Make any investments in any other Person in excess of \$100,000; or

(l) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.

Section 8.03 Officers. The Managing Member may appoint individuals as officers of the Company (the "**Officers**") as it deems necessary or desirable to carry on the business of the Company and the Managing Member may delegate to such Officers such power and authority as the Managing Member deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Managing Member or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Managing Member. Any Officer may be removed by the Managing Member with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Managing Member.

Section 8.04 Action Without Meeting. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. A record shall be maintained by the Managing Member of each such action taken by written consent of a Member or Members.

Section 8.05 Other Activities; Business Opportunities.

(a) Nothing contained in this Agreement shall prevent any Member, including the Managing Member, or any of its Affiliates from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Business except that other than for any existing ownership identified in Schedule 8.05 no Member shall own any equity or other ownership interest in, or be an employee, officer, director, advisor or consultant to, any Person engaged in a competitive business to the Company in the Commonwealth of Massachusetts. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses.

(b) Notwithstanding Section 8.05(a), if a Member or any Affiliate of a Member is offered or discovers a business opportunity of the type and character that is consistent with the Business within the Commonwealth of Massachusetts (a "**Business Opportunity**"), such Member or Affiliate shall, prior to pursuing such Business Opportunity, offer to the Company the right to pursue such Business Opportunity for the benefit of the Company, regardless of whether such Member or Affiliate believes the Company would be able (financially or otherwise) or willing to pursue such Business Opportunity. If the Company, by consent of Members owning a majority of the Pro Rata Ownership, determines not to pursue such Business Opportunity within 30 days after its presentation to the Company, the presenting Member or Affiliate shall be free to

pursue such Business Opportunity as such Member or Affiliate shall determine in its sole discretion.

Section 8.06 Compensation and Reimbursement of Managing Member. The Managing Member shall not be compensated for its services as the Managing Member, but the Company shall reimburse the Managing Member for all ordinary, necessary and direct expenses incurred by the Managing Member on behalf of the Company in carrying out the Company's business activities, including, without limitation, salaries of officers and employees of the Company who are carrying out the Company's business activities which may include the Managing Member.

Section 8.07 Removal of Managing Member. The Managing Member may only be removed upon either (a) the death, incapacity or a Bankruptcy of the Managing Member or (b) a breach of any material covenant, duty or obligation under this Agreement by the Managing Member as determined by the written vote of Members owning at least 75% of the Pro Rata Ownership (not including the Managing Member's Pro Rata Ownership) that remains uncured for 30 days after written notice of such breach was received by the Managing Member. Upon the Managing Member's removal, a new Managing Member shall be appointed by a vote of Members owning a majority of the Pro Rata Ownership. The removal of the Managing Member as the Managing Member shall not affect its rights as a Member and shall not constitute a withdrawal of such Member.

Section 8.08 No Personal Liability. Except as otherwise provided by Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

ARTICLE IX PRE-EMPTIVE RIGHTS

Section 9.01 Pre-emptive Right.

(a) **Issuance of New Interests.** The Company hereby grants to each holder of Units other than Incentive Units (each, a "**Pre-emptive Member**") the right to purchase its Applicable Pro Rata Portion of any New Interests that the Company may from time to time propose to issue or sell to any party pursuant to Section 3.04(i) between the date hereof and the consummation of a Qualified Public Offering.

(b) **Additional Issuance Notices.** The Company shall give written notice (an "**Issuance Notice**") of any proposed issuance or sale described in Section 9.01(a) to the Pre-emptive Members within five (5) Business Days following any decision by the Manager to cause any such issuance or sale. The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser seeking to purchase New Interests (a "**Prospective Purchaser**") and shall set forth the material terms and conditions of the proposed issuance or sale, including:

- (i) the number and description of the New Interests proposed to be issued and the percentage of the Company's Units then outstanding on a Fully Diluted Basis that such issuance would represent;
- (ii) the proposed issuance date, which shall be at least ten (10) Business Days from the date of the Issuance Notice;

(iii) the proposed purchase price per unit of the New Interests; and

(iv) if the consideration to be paid by the Prospective Purchaser includes non-cash consideration, the Manager's good-faith determination of the Fair Market Value thereof.

The Issuance Notice shall also be accompanied by a current copy of the Members Schedule indicating the Pre-emptive Members' holdings of Units in a manner that enables each Pre-emptive Member to calculate its Pro Rata Portion of any New Interests to be issued.

(c) **Exercise of Pre-emptive Rights.** Each Pre-emptive Member shall for a period of ten (10) Business Days following the receipt of an Issuance Notice (the "**Exercise Period**") have the right to elect irrevocably to purchase all or any portion of its Pro Rata Portion of any New Interests at the purchase price set forth in the Issuance Notice by delivering a written notice to the Company (an "**Acceptance Notice**") specifying the number of Interests it desires to purchase. The delivery of an Acceptance Notice by a Pre-emptive Member shall be a binding and irrevocable offer by such Member to purchase the New Interests described therein. The failure of a Pre-emptive Member to deliver an Acceptance Notice by the end of the Exercise Period shall constitute a waiver of its rights under this Section 9.01 with respect to the purchase of such New Interests but shall not affect its rights with respect to any future issuances or sales of New Interests.

(d) **Over-allotment.** No later than five (5) Business Days following the expiration of the Exercise Period, the Company shall notify each Pre-emptive Member in writing of the number of New Interests that each Pre-emptive Member has agreed to purchase (including, for the avoidance of doubt, where such number is zero) (the "**Over-allotment Notice**"). Each Pre-emptive Member exercising its rights to purchase its Applicable Pro Rata Portion of the New Interests in full (an "**Exercising Member**") shall have a right of over-allotment such that if any other Pre-emptive Member has failed to exercise its right under this Section 9.01 to purchase its full Applicable Pro Rata Portion of the New Interests (each, a "**Non-Exercising Member**"), such Exercising Member may purchase its Applicable Pro Rata Portion of such Non-Exercising Member's allotment by giving written notice to the Company within three (3) Business Days of receipt of the Over-allotment Notice (the "**Over-allotment Exercise Period**").

(e) **Sales to the Prospective Purchaser.** Following the expiration of the Exercise Period and, if applicable, the Over-allotment Exercise Period, the Company shall be free to complete the proposed issuance or sale of New Interests described in the Issuance Notice with respect to which Pre-emptive Members declined to exercise the pre-emptive right set forth in this Section 9.01 on terms no less favorable to the Company than those set forth in the Issuance Notice (except that the amount of New Interests to be issued or sold by the Company may be reduced); *provided*, that: (i) such issuance or sale is closed within 60 days after the expiration of the Exercise Period and, if applicable, the Over-allotment Exercise Period (subject to the extension of such 60 day period for a reasonable time not to 60 days to the extent reasonably necessary to obtain any third-party approvals); and (ii) for the avoidance of doubt, the price at which the New Interests are sold to the Prospective Purchaser is at least equal to or higher than the purchase price described in the Issuance Notice. In the event the Company has not sold such New Interests within such time period, the Company shall not thereafter issue or sell any New Interests without first again offering such securities to the Members in accordance with the procedures set forth in this Section 9.01.

(f) **Closing of the Issuance.** The closing of any purchase by any Pre-emptive Member shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice.

ARTICLE X TRANSFER

Section 10.01 General Restrictions on Transfer.

(a) Each Member acknowledges and agrees that, until the consummation of a Qualified Public Offering, such Member (or any Permitted Transferee of such Member) shall not Transfer any Units or Unit Equivalents except as permitted pursuant to Section 10.02 or in accordance with the procedures described in Section 10.03 through Section 10.07, as applicable. No Transfer of Units or Unit Equivalents to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b) hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 10.02), prior to the consummation of a Qualified Public Offering, each Member agrees that it will not, directly or indirectly, Transfer any of its Units or Unit Equivalents and the Company agrees that it shall not issue any Units or Unit Equivalents:

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

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

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

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

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

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

(vii) if such Transfer or issuance would cause the assets of the Company or any of the Company Subsidiaries to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or

result in any "prohibited transaction" thereunder involving the Company or any Company Subsidiary; or

(viii) if such Transfer would be to any Person who is a shareholder, member, partner, officer, director, employee, advisor or consultant to any Competitor.

In any event, the Manager may refuse the Transfer to any Person if such Transfer would have a material adverse effect on the Company as a result of any regulatory or other restrictions imposed by any Governmental Authority.

(c) Any Transfer or attempted Transfer of any Units or Unit Equivalents in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue be treated) as the owner of such Units or Unit Equivalents for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of Units or Unit Equivalents permitted by Section 10.02 or made in accordance with the procedures described in Section 10.03 through Section 10.07, as applicable, and purporting to be a sale, transfer, assignment or other disposal of the entire Membership Interest represented by such Units or Unit Equivalents, inclusive of all the rights and benefits applicable to such Membership Interest as described in the definition of the term "**Membership Interest**," shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term "**Membership Interest**," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 10.02 Permitted Transfers. The provisions of Section 10.01(a), Section 10.03, Section 10.04 (with respect to the Dragging Member only) and Section 10.05 shall not apply to any of the following Transfers by any Member of any of its Units or Unit Equivalents, provided in each case such permitted Transferee (a "**Permitted Transferee**") enters into a Joinder Agreement and executes any other documents or certifications as the Manager may reasonably request:

(a) With respect to any Member who is an individual, to (i) such Member's spouse, parent, siblings, descendants (including adoptive relationships and stepchildren) and the spouses of each such natural persons (collectively, "**Family Members**"), (ii) a trust under which the distribution of Units may be made only to such Member and/or any Family Member of such Member, (iii) a charitable remainder trust, the income from which will be paid to such Member during his life, (iv) a corporation, partnership or limited liability company, the stockholders, partners or members of which are only such Member and/or Family Members of such Member, or (v) by will or by the laws of intestate succession, to such Member's executors, administrators, testamentary trustees, legatees or beneficiaries; *provided*, that any Member who Transfers Units shall remain bound by the provisions of Section 11.01; or

(b) With respect to any Member that is an entity, to the shareholders, partners, or members of such entity or to another Affiliate of such entity.

Section 10.03 Right of First Refusal.

(a) **Grant.** Subject to the transfer restrictions in Section 10.01, each Member hereby unconditionally and irrevocably grants to the Company a right (but not the obligation) to purchase

all or any portion of the Units that such Member (the "**Offering Member**") may propose to Transfer (other than a Permitted Transfer) at the same price and on the same terms and conditions as those offered to the prospective Transferee.

(b) **Notice.** Subject to Section 10.03(a), each Offering Member proposing to make a Transfer (other than a Permitted Transfer) shall deliver a Proposed Transfer Notice to the Company and each ROFR Rightsholder not later than thirty (30) days prior to the proposed consummation of such Transfer. To exercise its right of first refusal under this Section 10.03, the Company must deliver a written notice to the Offering Member proposing the Transfer within sixty (60) days after its receipt of the Proposed Transfer Notice. If the Company does not intend to exercise its right of first refusal with respect to all Units proposed to be Transferred by such Offering Member, then the Company shall deliver a written notice to the Offering Member and to each ROFR Rightsholder to that effect not later than sixty (60) days after the Offering Member the Proposed Transfer Notice to the Company. As used herein, the term "**ROFR Rightsholders**" shall mean, in the case of a proposed Transfer of Units (or applicable Unit Equivalents), all Members other than Members owning Incentive Units.

(c) **Grant of Secondary Refusal Right to ROFR Rightsholders.** Each Offering Member hereby unconditionally and irrevocably grants to the ROFR Rightsholders a secondary refusal right (but not the obligation) to purchase all or any portion of the Units not purchased by the Company pursuant to Section 10.03(a). Each ROFR Rightsholder shall have the right to purchase up to its Pro Rata Portion (based on the number of Units held by such ROFR Rightsholder relative to the number of Units held by all ROFR Rightsholders), or such other proportion as the ROFR Rightsholders may agree to among themselves, of the Units as to which the Company has not timely exercised its right of first refusal. To exercise its secondary refusal right, a ROFR Rightsholder must deliver a written notice to the Offering Member proposing the Transfer and the Company within twenty (20) days after the Company's delivery of the notice required by Section 10.03(b). Each ROFR Rightsholders shall have the right to assign its secondary refusal right to any of its Affiliates.

(d) **Consideration; Closing.**

(i) If the consideration proposed to be paid for the Units to be Transferred by such Offering Member is in property, services or other non-cash consideration, then the Manager shall set forth the Fair Market Value, in its' sole reasonable determination, of the consideration in the notice to be delivered to the ROFR Rightsholders pursuant to Section 10.03(b). In lieu of paying any non-cash consideration, the Company and each ROFR Rightsholder may pay the cash value equivalent thereof, as determined in good faith by the Manager and as set forth in such notice. The closing of the purchase of Units by the Company and the ROFR Rightsholders shall take place, and all payments from the Company and the ROFR Rightsholders, if any, shall be delivered to the Offering Member, by the later of (A) the date specified in the Proposed Transfer Notice as the intended date of the proposed Transfer and (B) ninety (90) days after delivery of the Proposed Transfer Notice.

(ii) If the Company and the ROFR Rightsholders have not collectively purchased all of the Units specified in the Proposed Transfer Notice, then, during the forty-five (45) day period beginning on the earlier of (A) the ninetieth (90th) day after the Offering Member delivers the Proposed Transfer Notice, and (B) the date on which the parties to the proposed Transfer have been finally determined pursuant to this Section 10.03, the Offering Member proposing the Transfer may Transfer all such Units specified

in the Proposed Transfer Notice which the Company and the ROFR Rightsholders have not elected to purchase at a price and on terms no more favorable to the prospective Transferee(s) than the price and terms specified in the Proposed Transfer Notice. Any Units not Transferred during such forty-five (45) day period shall be subject to all of the provisions of Section 10.03 with respect to a subsequent proposed Transfer.

Section 10.04 Drag-along Rights.

(a) **Participation.** At any time prior to the consummation of a Qualified Public Offering, if one or more Members (together with their respective Permitted Transferees) holding no less than a majority of all the Common Units (such Member or Members, the "**Dragging Member**"), proposes to consummate, in one transaction or a series of related transactions, a Change of Control (a "**Drag-along Sale**"), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Section 10.04(c) and subject to compliance with Section 10.04(d), to require that each other Member (each, a "**Drag-along Member**") participate in such sale (including, if necessary, by converting their Unit Equivalents into the Units to be sold in the Drag-along Sale) in the manner set forth in Section 10.04(b).

(b) **Sale of Units.** Subject to compliance with Section 10.04(d):

(i) If the Drag-along Sale is structured as a sale resulting in a majority of the Common Units of the Company on a Fully Diluted Basis being held by a Third Party Purchaser, then each Drag-along Member shall sell, with respect to each class or series of Units proposed by the Dragging Member to be included in the Drag-along Sale, the number of Units and/or Unit Equivalents of such class or series (with Common Units and Incentive Units treated as one class for this purpose) equal to the product obtained by multiplying (i) the number of applicable Units on a Fully Diluted Basis held by such Drag-along Member (with Common Units and Incentive Units treated as one class) by (ii) a fraction (x) the numerator of which is equal to the number of applicable Units on a Fully Diluted Basis that the Dragging Member proposes to sell in the Drag-along Sale (with Common Units and Incentive Units treated as one class) and (y) the denominator of which is equal to the number of applicable Units on a Fully Diluted Basis held by the Dragging Member at such time (with Common Units and Incentive Units treated as one class); and

(ii) If the Drag-along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company and the Company Subsidiaries or as a merger, consolidation, recapitalization, or reorganization of the Company or other transaction requiring the consent or approval of the Members, then notwithstanding anything to the contrary in this Agreement (including Section 4.05), each Drag-along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction, and shall take all actions to waive any dissenters', appraisal or other similar rights that it may have in connection with such transaction. The Distribution of the aggregate consideration of such transaction shall be made in accordance with Section 13.03(c).

(c) **Sale Notice.** The Dragging Member shall exercise its rights pursuant to this Section 10.04 by delivering a written notice (the "**Drag-along Notice**") to the Company and each Drag-along Member no more than [ten (10)] Business Days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-along Sale and, in any event, no later than [twenty (20)] Business Days prior to the closing date of such

Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Members' rights and obligations hereunder and shall describe in reasonable detail:

- (i) The name of the person or entity to whom such Units are proposed to be sold;

- (ii) The proposed date, time and location of the closing of the sale;

- (iii) The number of each class or series of Units to be sold by the Dragging Member, the proposed amount of consideration for the Drag-along Sale and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof and including, if available, the purchase price per Unit of each applicable class or series (which may take into account the profits interest hurdle of any Incentive Units to be sold); and

- (iv) A copy of any form of agreement proposed to be executed in connection therewith.

(d) **Conditions of Sale.** The obligations of the Drag-along Members in respect of a Drag-along Sale under this Section 10.04 are subject to the satisfaction of the following conditions:

- (i) The consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per Unit of each applicable class or series (the Distribution of which shall be made in accordance with Section 10.04(b)) and the terms and conditions of such sale shall, except as otherwise provided in Section 10.04(d)(ii), be the same as those upon which the Dragging Member sells its Units; and

- (ii) Each Drag-along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Dragging Member makes or provides in connection with the Drag-along Sale; *provided*, that each Drag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against the Drag-along Member, and other matters relating to such Drag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; *provided, further*, that all representations, warranties, covenants and indemnities shall be made by the Dragging Member and each Drag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Member and each Drag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Dragging Member and each such Drag-along Member in connection with the Drag-along Sale.

(e) **Cooperation.** Each Drag-along Member shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 10.04(d)(ii).

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

(g) **Consummation of Sale.** The Dragging Member shall have [ninety (90)] days following the date of the Drag-along Notice in which to consummate the Drag-along Sale, on the terms set forth in the Drag-along Notice (which [90]-day period may be extended for a reasonable time not to exceed one-hundred and twenty (120) days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Dragging Member has not completed the Drag-along Sale, the Dragging Member may not then exercise its rights under this Section 10.04 without again fully complying with the provisions of this Section 10.04.

Section 10.05 Tag-along Rights.

(a) **Participation.** At any time prior to the consummation of a Qualified Public Offering, and subject to the terms and conditions specified in Section 10.01, Section 10.02 and Section 10.03, if any Member owning more than 10% of all the issued and outstanding Units (the "**Selling Member**") proposes to Transfer any of its Units (or any Unit Equivalents of such Units) to any Person (a "**Proposed Transferee**"), each other Member (each, a "**Tag-along Member**") shall be permitted to participate in such sale (a "**Tag-along Sale**") on the terms and conditions set forth in this Section 10.05.

(b) **Application of Transfer Restrictions.** The provisions of this Section 10.05 shall only apply to Transfers in which:

(i) The Company and ROFR Rightsholders have not exercised their rights in full under Section 10.03 to purchase all of the Offered Units; and

(ii) The Dragging Member, if applicable, has elected to not exercise its drag-along right under Section 10.04.

(c) **Sale Notice.** Prior to the consummation of any Transfer of Units (or any Unit Equivalents of such Units) qualifying under Section 10.05(b), and after satisfying its obligations pursuant to Section 10.03, the Selling Member shall deliver to the Company and each other Member holding Units (or any Unit Equivalents of such Units) of the class or series proposed to be Transferred a written notice (a "**Sale Notice**") of the proposed Tag-along Sale as soon as practicable following the expiration of the ROFR Rightsholder Option Period, and in no event later than five (5) Business Days thereafter. The Sale Notice shall make reference to the Tag-along Members' rights hereunder and shall describe in reasonable detail:

(i) The aggregate number of Units (or any Unit Equivalents of such Units) the Proposed Transferee has offered to purchase;

(ii) The identity of the Proposed Transferee;

(iii) The proposed date, time and location of the closing of the Tag-along Sale;

(iv) The purchase price per applicable Unit (which shall be payable solely in cash) and the other material terms and conditions of the Transfer; and

(v) A copy of any form of agreement proposed to be executed in connection therewith.

(d) Exercise of Tag-along Right.

(i) The Selling Member and each Tag-along Member timely electing to participate in the Tag-along Sale pursuant to Section 10.05(d)(ii) shall have the right to Transfer in the Tag-along Sale the number of Units (and applicable Unit Equivalents, if any), equal to the product of (x) the aggregate number of Units (and applicable Unit Equivalents), as the case may be, that the Proposed Transferee proposes to buy as stated in the Sale Notice and (y) a fraction (A) the numerator of which is equal to the number of Units on a Fully Diluted Basis then held by the applicable Member, and (B) the denominator of which is equal to the number of Unit on a Fully Diluted Basis then held by the Selling Member and all of the Tag-along Members timely electing to participate in the Tag-along Sale pursuant to Section 10.05(d)(ii) (such amount with respect to the Units (and applicable Unit Equivalents, if any), the "**Tag-along Portion**").

(ii) Each Tag-along Member shall exercise its right to participate in a Tag-along Sale by delivering to the Selling Member a written notice (a "**Tag-along Notice**") stating its election to do so and specifying the number of Units and/or Unit Equivalents (up to its Tag-along Portion) to be Transferred by it no later than ten (10) Business Days after receipt of the Sale Notice (the "**Tag-along Period**").

(iii) The offer of each Tag-along Member set forth in a Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-along Member shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Section 10.05.

(e) **Waiver.** Each Tag-along Member who does not deliver a Tag-along Notice in compliance with Section 10.05(d)(ii) shall be deemed to have waived all of such Tag-along Member's rights to participate in the Tag-along Sale with respect to the Units (and/or Unit Equivalents) owned by such Tag-along Member, and the Selling Member shall (subject to the rights of any other participating Tag-along Member) thereafter be free to sell to the Proposed Transferee the Units and/or Unit Equivalents identified in the Sale Notice at a per Unit price that is no greater than the applicable per Unit price set forth in the Sale Notice and on other terms and conditions which are not [in the aggregate] materially more favorable to the Selling Member than those set forth in the Sale Notice, without any further obligation to the non-accepting Tag-along Members.

(f) Conditions of Sale.

(i) Each Member participating in the Tag-along Sale shall receive the same consideration per Unit after deduction of such Member's proportionate share of the related expenses in accordance with Section 10.05(h) below.

(ii) Each Tag-along Member shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Member makes or provides in connection with the Tag-along Sale; *provided*, that each Tag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against the Tag-along Member, and other matters relating to such Tag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; *provided, further*, that all representations, warranties, covenants and indemnities shall be made by the Selling Member and each Tag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Selling Member and each Tag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Selling Member and each such Tag-along Member in connection with the Tag-along Sale.

(iii) Each holder of then currently exercisable Unit Equivalents with respect to a class or series of Units proposed to be Transferred in a Tag-along Sale shall be given an opportunity to convert such Unit Equivalents into the applicable class or series of Units prior to the consummation of the Tag-along Sale and participate in such sale as holders of such class or series of Units.

(g) **Cooperation.** Each Tag-along Member shall take all actions as may be reasonably necessary to consummate the Tag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Selling Member, but subject to Section 10.05(f)(ii).

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

(i) **Consummation of Sale.** The Selling Member shall have sixty (60) days following the expiration of the Tag-along Period in which to consummate the Tag-along Sale, on terms not more favorable to the Selling Member than those set forth in the Tag-along Notice (which such 60-day period may be extended for a reasonable time not to exceed ninety (90) days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Selling Member has not completed the Tag-along Sale, the Selling Member may not then effect a Transfer that is subject to this Section 10.05 without again fully complying with the provisions of this Section 10.05.

(j) **Transfers in Violation of the Tag-along Right.** If the Selling Member sells or otherwise Transfers to the Proposed Transferee any of its Units in breach of this Section 10.05, then each Tag-along Member shall have the right to sell to the Selling Member, and the Selling Member undertakes to purchase from each Tag-along Member, the number of Units of each applicable class or series that such Tag-along Member would have had the right to sell to the Proposed Transferee pursuant to this Section 10.05, for a per Unit amount and form of

consideration and upon the terms and conditions on which the Proposed Transferee bought such Units from the Selling Member, but without indemnity being granted by any Tag-along Member to the Selling Member; *provided*, that nothing contained in this Section 10.05(j) shall preclude any Member from seeking alternative remedies against such Selling Member as a result of its breach of this Section 10.05. The Selling Member shall also reimburse each Tag-along Member for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Tag-along Member's rights under this Section 10.05(j).

Section 10.06 Incentive Units Call Right.

(a) **Call Right.** At any time prior to the consummation of a Qualified Public Offering or a Change of Control, following the termination of employment or other engagement of any Service Provider with the Company or any of the Company Subsidiaries, the Company may, at its election, require the Service Provider and any or all of such Service Provider's Permitted Transferees to sell to the Company all or any portion of such Service Provider's Incentive Units at the following respective purchase prices:

(i) For the Restricted Incentive Units, under all circumstances of termination, a price equal to the lesser of their Fair Market Value and their Initial Cost (the "**Cause Purchase Price**").

(ii) For the Unrestricted Incentive Units, their Cause Purchase Price, in the event of:

(A) the termination of such Service Provider's employment or other engagement by the Company or any of the Company Subsidiaries for Cause; or

(B) the resignation of such Service Provider for any reason other than Good Reason [at any time prior to the [fifth] anniversary of the date hereof (or if later, the date that such Service Provider began his employment or other engagement with the Company or Company Subsidiary)].

(iii) For the Unrestricted Incentive Units, a price equal to their Fair Market Value, in the event of:

(A) the termination of such Service Provider's employment or other engagement by the Company or any of the Company Subsidiaries for a reason other than for Cause;

(B) the resignation of such Service Provider at any time for Good Reason;

(C) [the resignation of such Service Provider for any reason other than Good Reason at any time following the [fifth] anniversary of the date hereof (or if later, the date that such Service Provider began his employment or other engagement with the Company or Company Subsidiary)]; or

(D) the death or Disability of such Service Provider.

(b) **Procedures.**

(i) If the Company desires to exercise its right to purchase Incentive Units pursuant to this Section 10.06, the Company shall deliver to the Service Provider, within ninety (90) days after the termination of such Service Provider's employment or other engagement, a written notice (the "**Repurchase Notice**") specifying the number of Incentive Units to be repurchased by the Company (the "**Repurchased Incentive Units**") and the purchase price therefor in accordance with Section 10.06(a).

(ii) Each applicable Service Provider shall, at the closing of any purchase consummated pursuant to this Section 10.06, represent and warrant to the Company that:

(A) such Service Provider has full right, title and interest in and to the Repurchased Incentive Units;

(B) such Service Provider has all the necessary power and authority and has taken all necessary action to sell such Repurchased Incentive Units as contemplated by this Section 10.06; and

(C) the Repurchased Incentive Units are free and clear of any and all liens other than those arising as a result of or under the terms of this Agreement.

(iii) Subject to Section 10.06(c) below, the closing of any sale of Repurchased Incentive Units pursuant to this Section 10.06 shall take place no later than thirty (30) days following receipt by the Service Provider of the Repurchase Notice. Subject to the existence of any Delay Condition, the Company shall pay the Call Purchase Price for the Repurchased Incentive Units by certified or official bank check or by wire transfer of immediately available funds. The Company shall give the Service Provider at least ten (10) days' written notice of the date of closing, which notice shall include the method of payment selected by the Company.

(c) **Cooperation.** The Service Provider shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section 10.06, including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

(d) **Closing.** At the closing of any sale and purchase pursuant to this Section 10.06, the Service Provider shall deliver to the Company a certificate or certificates representing the Incentive Units to be sold (if any), accompanied by evidence of transfer and all necessary transfer taxes paid and stamps affixed, if necessary, against receipt of the Call Purchase Price.

ARTICLE XI COVENANTS

Section 11.01 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, he will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company, the Company Subsidiaries and their Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists

or other business documents which the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "**Confidential Information**"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing his investment in the Company or performing his duties as a Manager, Officer, employee, consultant or other service provider of the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during his association or employment with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Nothing contained in Section 11.01(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to other Members; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 11.01 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Units from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 11.01 as if a Member; *provided*, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as possible (but in no event make any such disclosure before notifying the Company and other Members) such that the Company or a Member can seek a protective order against such disclosure. Under any circumstance, the disclosing member shall use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 11.01(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or becomes available to a Member or any of its Representatives on a non-confidential basis prior to its disclosure to the receiving Member and any of its Representatives in compliance with this Agreement; (iii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iv) becomes available to the receiving Member or any of its Representatives on a non-confidential basis from a source other than the Company, any other Member or any of their respective Representatives; *provided*, that such source is not known by the recipient of the Confidential Information to be bound by a confidentiality agreement with the disclosing Member or any of its Representatives.

Section 11.02 Non-compete; Non-solicit.

(a) **Non-compete.** In light of each Member's access to Confidential Information and position of trust and confidence with the Company, each Member hereby agrees that, so long as

they are a Member and for a period of one (1) year thereafter (the "**Restricted Period**"), such Member shall not (x) render services or give advice to, or affiliate with (as employee, partner, consultant or otherwise), or (y) directly or indirectly through one or more of any of their respective Affiliates, own, manage, operate, control or participate in the ownership, management, operation or control of, any Competitor or any division or business segment of any Competitor; *provided*, that nothing in this Section 11.02(a) shall prohibit such Member or any of his Permitted Transferees or any of their respective Affiliates from acquiring or owning, directly or indirectly:

(i) Up to 2% of the aggregate voting securities of any Competitor that is a publicly traded Person; or

(ii) Up to 2% of the aggregate voting securities of any Competitor that is not a publicly traded Person, so long as neither such Management Member nor any of its Permitted Transferees, directly or indirectly through one or more of their respective Affiliates, designates a member of the board of directors (or similar body) of such Competitor or its Affiliates or is granted any other governance rights with respect to such Competitor or its Affiliates (other than customary governance rights granted in connection with the ownership of debt securities).

(b) **Non-solicit of Employees.** In light of each Member's access to Confidential Information and position of trust and confidence with the Company, each Member further agrees that, during the Restricted Period, he shall not, directly or indirectly through one or more of any of their respective Affiliates, hire or solicit, or encourage any other Person to hire or solicit, any individual who has been employed by the Company or any Company Subsidiary within one (1) year prior to the date of such hiring or solicitation, or encourage any such individual to leave such employment. This Section 11.02(b) shall not prevent a Member from hiring or soliciting any employee or former employee of the Company or any Company Subsidiary who responds to a general solicitation that is a public solicitation of prospective employees and not directed specifically to any Company or Company Subsidiary employees.

(c) **Non-solicit of Clients.** In light of each Member's access to Confidential Information and position of trust and confidence with the Company, each Member further agrees that, during the Restricted Period, he shall not, directly or indirectly through one or more of any of their respective Affiliates, solicit or entice, or attempt to solicit or entice, any clients, customers or suppliers of the Company or any Company Subsidiary for purposes of diverting their business or services from the Company.

(d) **Blue Pencil.** If any court of competent jurisdiction determines that any of the covenants set forth in this Section 11.02, or any part thereof, is unenforceable because of the duration or geographic scope of such provision, such court shall have the power to modify any such unenforceable provision in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Section 11.02 or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by Applicable Law. The parties hereto expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them.

ARTICLE XII ACCOUNTING; TAX MATTERS

Section 12.01 Financial Statements. The Company shall furnish to each Member holding 2.5% or more of the Units of the Company (each, a "**Qualified Member**") the following reports:

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

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

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

Section 12.02 Inspection Rights. Upon reasonable notice from a Qualified Member, the Company shall, and shall cause its Manager, Officers and employees to, afford each Qualified Member and its Representatives reasonable access during normal business hours to (i) the Company's and the Company Subsidiaries' properties, offices, plants and other facilities, (ii) the corporate, financial and similar records, reports and documents of the Company and the Company Subsidiaries, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or Managers, and to permit each Qualified Member and its Representatives to examine such documents and make copies thereof, and (iii) the Company's and the Company Subsidiaries' Officers, senior employees and public accountants, and to afford each Qualified Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company and the Company Subsidiaries with their Officers, senior employees and public accountants (and the Company

hereby authorizes said accountants to discuss with such Qualified Member and its Representatives such affairs, finances and accounts).

Section 12.03 Budget. Not later than thirty (30) days after to the commencement of each Fiscal Year, the Company shall prepare, and submit to each Qualified Member a copy of the a business plan and monthly and annual operating budgets for the Company and Company Subsidiaries for the upcoming Fiscal Year, including capital and operating expense budgets, cash flow projections, and profit and loss projections, all itemized in reasonable detail (including itemization of provisions for Officers' compensation) (the "**Budget**"). The Company and the Subsidiaries shall use commercially reasonable efforts to operate in all material respects in accordance with the Budget.

Section 12.04 Tax Matters Member.

(a) **Appointment.** The Members hereby appoint the Manager as the "tax matters partner" (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 ("**BBA**")) (the "**Tax Matters Member**") and, for tax years beginning on or after January 1, 2018, the "partnership representative" (the "**Partnership Representative**") as provided in Code Section 6223(a) (as amended by the BBA).

(b) **Tax Examinations and Audits.** The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Tax Matters Member or Partnership Representative, which authorization may be withheld by the Tax Matters Member or Partnership Representative in its sole and absolute discretion. The Tax Matters Member or Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority. The Company and its Members shall be bound by the actions taken by the Tax Matters Member and Partnership Representative.

(c) **BBA Elections and Procedures.** In the event of an audit of the Company that is subject to the partnership audit procedures enacted under Section 1101 of the BBA (the "**BBA Procedures**"), the Partnership Representative, in its sole discretion, shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Partnership Representative or the Company under the BBA Procedures (including any election under Code Section 6226 as amended by the BBA). If an election under Code Section 6226(a) (as amended by the BBA) is made, the Company shall furnish to each Member for the year under audit a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment, and each Member shall take such adjustment into account as required under Code Section 6226(b) (as amended by the BBA).

(d) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any tax deficiency imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 7.05(c). [To the extent

that the Partnership Representative does not make an election under Code Section 6221(b) or Code Section 6226 (each as amended by the BBA), the Company shall use commercially reasonable efforts to (i) make any modifications available under Code Section 6225(c)(3), (4), and (5), as amended by the BBA, and (ii) if requested by a Member, provide to such Member information allowing such Member to file an amended federal income tax return, as described in Code Section 6225(c)(2) as amended by the BBA, to the extent such amended return and payment of any related federal income taxes would reduce any taxes payable by the Company.]

(e) **Resignation.** The Tax Matters Member or Partnership Representative may resign at any time. If Sponsor ceases to be the Tax Matters Member or Partnership Representative for any reason, the holders of a majority of the Common Units of the Company shall appoint a new Tax Matters Member or Partnership Representative.

Section 12.05 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 8.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 12.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XIII DISSOLUTION AND LIQUIDATION

Section 13.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

- (a) An election to dissolve the Company made by holders of 75% of the Units;
- (b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or
- (c) The entry of a decree of judicial dissolution under G.L. c. 156C, §44 of the Massachusetts Act.

Section 13.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 13.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 13.03 and the Certificate of Organization shall have been cancelled as provided in Section 13.04.

Section 13.03 Liquidation. If the Company is dissolved pursuant to Section 13.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Massachusetts Act and the following provisions:

(a) **Liquidator.** The Manager, or, if the Manager is unable to do so, a Person selected by the holders of a majority of the Common Units, shall act as liquidator to wind up the Company (the "**Liquidator**"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

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

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

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

(ii) *Second*, to the establishment of and additions to reserves that are determined by the Manager in its sole discretion to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) *Third*, to the Members in the same manner as Distributions are made under Section 7.02.

(d) **Discretion of Liquidator.** Notwithstanding the provisions of Section 13.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 13.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 13.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, any property to be Distributed will be valued at its Fair Market Value.

Section 13.04 Cancellation of Certificate. Upon completion of the Distribution of the assets of the Company as provided in Section 13.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

Section 13.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss which at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 14.03.

Section 13.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Manager, the Liquidator or any other Member unless such Loss is occasioned by the gross negligence or unlawful activity of the Manager, Liquidator or a particular Member.

ARTICLE XIV EXCULPATION AND INDEMNIFICATION

Section 14.01 Exculpation of Covered Persons.

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

(b) **Standard of Care.** No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good-faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in G.L.c. 156C. § 11 of the Massachusetts Act.

Section 14.02 Liabilities and Duties of Covered Persons.

(a) **Limitation of Liability.** This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person but shall not negate the application of G. L. c 156C, § 35.

Section 14.03 Indemnification.

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

(i) Any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or

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

provided, that (x) such Covered Person acted in good faith and in a manner reasonably believed by such Covered Person to be in the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud, gross negligence or willful misconduct, in either case as determined by a final, non-appealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence or willful misconduct.

(b) **Reimbursement.** The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 14.03; *provided*, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 14.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) **Entitlement to Indemnity.** The indemnification provided by this Section 14.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 14.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person

became entitled to indemnification under this Section 14.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.

(d) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may determine; *provided*, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 14.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) **Savings Clause.** If this Section 14.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 14.03 to the fullest extent permitted by any applicable portion of this Section 14.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) **Amendment.** The provisions of this Section 14.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 14.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 14.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 14.04 Survival. The provisions of this ARTICLE XIV shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE XV MISCELLANEOUS

Section 15.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 15.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or

any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 15.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the [third] day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.03):

If to the Company or the Manager:

April Arrasate
151 Talcott Notch Road
Farmington, CT 06032
E-mail: core23llc@gmail.com

with a copy to:

Carl Kleidman, Esq.
60 West 57th St, 15th Fl
New York, NY 10019
E-mail: carl@cgkesq.com

Section 15.04 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

Section 15.05 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Subject to Section 11.02(d), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 15.06 Entire Agreement. This Agreement, together with the Certificate of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of an inconsistency or conflict between the provisions of this Agreement and any provision of the Incentive Plan or an applicable Award Agreement with respect to the subject matter of the Incentive Plan or Award Agreement, the terms of this Agreement shall control.

Section 15.07 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 15.08 No Third-party Beneficiaries. Except as provided in ARTICLE XIV, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 15.09 Amendment. Except as otherwise set forth herein, no provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and Members holding a majority of the Common Units. Any such written amendment or modification will be binding upon the Company and each Member; *provided*, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to (i) such Member relative to the rights of other Members in respect of Units of the same class or series or (ii) a class or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding 75% of the Units in that class or series, as applicable. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase or Transfer of Units in accordance with this Agreement may be made by the Manager without the consent of or execution by the Members.

Section 15.10 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 15.10 shall diminish any of the explicit and implicit waivers described in this Agreement including in **Error! Reference source not found., Error! Reference source not found.**, Section 9.01(c), **Error! Reference source not found.**, Section 10.04(b)(ii), Section 10.05(e) and Section 15.13 hereof.

Section 15.11 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

Section 15.12 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other

document by registered mail to the address set forth in Section 15.03 shall be effective service of process for any suit, action or other proceeding brought in any such court.

Section 15.13 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 15.14 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 15.15 Attorneys' Fees. In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party to this Agreement or who may subsequently become a party by a Joinder Agreement in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 15.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 14.02 to the contrary.


Section 15.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

The Company:


CORE EMPOWERMENT, LLC

By: 

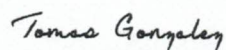
Name: April Arrasate

Title: CEO

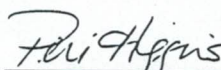
The Initial Members:



Name: April Arrasate




Tomas Gonzalez



Peri Higgins

CGK Consulting Group, LLC

By: 

Carl Kleidman

**EXHIBIT A
FORM OF JOINDER AGREEMENT**

[Date]

Core Empowerment, LLC

Attn: April Arrasate

Ladies and Gentlemen:

Reference is made to the Limited Liability Company Operating Agreement, dated as of June 30, 2018 (as amended, restated or otherwise modified from time to time, the “Operating Agreement”), by and among Core Empowerment, LLC, and such other Members who were or became parties thereto. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Operating Agreement.

The undersigned (the “New Member”), agrees as follows:

1. Agreement. The New Member hereby unconditionally and expressly agrees to become, by execution and delivery of this agreement does become, and assumes each and every one of the obligations of, a “Member” under and as defined in the Operating Agreement. In addition, the New Member makes each and every representation and warranty of a Member set forth in the Operating Agreement as of the date hereof.
2. Further Assurances. The New Member agrees to cooperate with the other parties to the Operating Agreement and execute such further instruments and documents as such parties shall reasonably request to effect, to the reasonable satisfaction of such parties, the purposes of this agreement.
3. Binding Effect. This agreement shall be binding upon the New Member and their successors and assigns.
4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS, EXCLUDING CHOICE OF LAW PRINCIPLES OF THE LAW OF THE COMMONWEALTH OR STATE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN THE COMMONWEALTH.

IN WITNESS WHEREOF, the New Member has caused this agreement to be executed and delivered:

By: _____

Name: _____

Title: _____

SCHEDULE A
MEMBERS SCHEDULE

Initial Member Name and Address	Common Units	Incentive Units
April Arrasate	998,784	
Tomas Gonzalez	216,000	
Peri Higgins	176,256	
CGK Consulting Group, LLC	48,960	
Total:	1,440,000	

Additional Members:	Common Units	Contribution
Marric Enterprises LLC	60,000	\$50,000
Kerr Welding and Iron Work Inc.	60,000	\$50,000
Carlos A Benitez	30,000	\$25,000
Dariel Benitez	30,000	\$25,000
J.P. Caribbean Market Inc.	60,000	\$50,000
J.E.M. Revocable Trust	60,000	\$50,000
Kenneth Correia	60,000	\$50,000



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

William Francis Galvin
Secretary of the
Commonwealth

February 25, 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

CORE EMPOWERMENT LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 15, 2018.**

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 or withdrawal; 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: **APRIL ARRASATE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **APRIL ARRASATE**

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



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



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

mass.gov/dor

Letter ID: L1424643456
Notice Date: March 5, 2019
Case ID: 0-000-530-420



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CORE EMPOWERMENT LLC
401A CENTRE ST
JAMAICA PLAIN MA 02130-1849

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, CORE EMPOWERMENT 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) 887-6367 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



Personnel Policies Including Background Checks

Core Empowerment LLC (the “Company”) shall implement the following Personnel Policies and Background Check policies:

1. It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free.
2. The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the Security Policy, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques.
3. The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9).
4. The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies.
5. The Company shall immediately dismiss any Marijuana Establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
6. The Company shall make a list of all board members and executives of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company shall also make this list available on its website.
7. The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
8. The Company shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers. All such individuals shall:
 1. be 21 years of age or older;
 2. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
 3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
9. An application for registration of a marijuana establishment agent shall include:
 1. The full name, date of birth, and address of the individual;



Personnel Policies Including Background Checks

2. All aliases used previously or currently in use by the individual, including maiden name, if any;
 3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
 4. An attestation that the individual will not engage in the diversion of marijuana products;
 5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 6. Background information, including, as applicable:
 - i. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - ii. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - iii. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - iv. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant.
 7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
 8. Any other information required by the Commission.
10. An executive of the Company registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration, shall submit to the Commission a Criminal Offender Record Information ("CORI") report and any other background check information required by the Commission for each individual for whom the Marijuana Establishment seeks



Personnel Policies Including Background Checks

a marijuana establishment agent registration, obtained within 30 days prior to submission.

11. The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent's registration shall be immediately void when the agent is no longer associated with the Company.
12. The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
13. After obtaining a registration card for a marijuana establishment agent, the Company shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
14. The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
15. Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

Personnel Record Keeping

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action taken; and



Personnel Policies Including Background Checks

- g. Notice of completed responsible vendor and eight (8) hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, upon request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two years at the Company's expense, in a form and location acceptable to the Commission.

Staffing Plan

Executive Level:

- CEO
- CFO
- COO

Management Level:

- Sales Manager
- Security Manager

Staff Level

- Up to fifteen (15) Staff Level Sales Representatives;

Consultant Level

- Attorney / Compliance Officer
- Human Resources Provider
- Up to five (5) Security Officers

This policy may also be referred to by the Company as the "Personnel and Background Check Policy".



Maintaining of Financial Records

Core Empowerment LLC (the “Company”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend 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 nonprofit corporation, if any.

Furthermore, consistent with the Company's *Dispensing Policy*, the Company shall implement the following policies for Recording Sales:

1. The Company shall utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
2. The Company may also utilize a sales recording module approved by the DOR.
3. The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
4. The Company shall 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. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, it shall:
 - a. immediately disclose the information to the Commission;
 - b. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - c. take such other action directed by the Commission to comply with 935 CMR 500.105.
5. The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.



Maintaining of Financial Records

6. The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
7. The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the "Financial Record Maintenance and Retention Policy".



Qualifications and Training

Core Empowerment LLC (the “Company”) shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a Responsible Vendor Program under 935 CMR 500.105(2)(b). It shall be a policy of the Company that all marijuana agents and staff shall receive and participate in, a minimum of, eight (8) hours of on-going training annually.

Company Training Policies shall be as follows:

1. On or after July 1, 2019, all current owners, managers and employees of the Company that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”
2. Once the Company is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.
3. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.
5. The Company shall maintain records of responsible vendor training program compliance for four (4) years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

The Company shall ensure that such responsible vendor training programs core curriculum include the following:

1. Discussion concerning marijuana's effect on the human body. Training shall include:
 - a. Marijuana's physical effects based on type of marijuana product;
 - b. The amount of time to feel impairment;
 - c. Visible signs of impairment; and
 - d. Recognizing the signs of impairment.
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements; and
4. Acceptable forms of identification. Training shall include:
 - a. How to check identification;
 - b. Spotting false identification;



Qualifications and Training

- c. Medical registration cards issued by the DPH;
 - d. Provisions for confiscating fraudulent identifications; and
 - e. Common mistakes made in verification.
5. Other key state laws and rules affecting owners, managers, and employees, which shall include:
 - a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability;
 - d. License sanctions and court sanctions;
 - e. Waste disposal;
 - f. Health and safety standards;
 - g. Patrons prohibited from bringing marijuana onto licensed premises;
 - h. Permitted hours of sale;
 - i. Conduct of a Marijuana Establishment;
 - j. Permitting inspections by state and local licensing and enforcement authorities;
 - k. Licensee responsibilities for activities occurring within licensed premises;
 - l. Maintenance of records;
 - m. Privacy issues; and
 - n. Prohibited purchases and practices.
6. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, executives, managers, and volunteers shall:

1. be 21 years of age or older;
2. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

This policy may also be referred to by the Company as the "Employee Qualification and Training Policy".




Restricting Access to Age 21 and Older

Core Empowerment LLC (the “Company”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual's proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment.

Currently, the Company is only applying for a Marijuana Retailer license at this location. Should the Company ultimately apply for, and be licensed for, a registered marijuana dispensary license that permits the sale of Medical Marijuana then, if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active medical registration card issued by the Commission. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active medical registration card and they are accompanied by a Personal Caregiver as defined in 935 CMR 501.002 with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification.

This policy may also be referred to by the Company as the “Policy to Restrict Access to Persons Age 21 and Older”.

	Date	Policy		
		Quality Control and Testing		
Section		Revision Number	Revision Date	Pages
Retail Operations		1.0		1 of 4

1. SANITATION REQUIREMENTS

1.1. Seed will comply with the following sanitary requirements:


1. Any Seed agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.00, and all edible marijuana products will be prepared, handled, and stored in compliance with sanitation requirements in 105 CMR 500.00, and with the requirements for food handlers, specified in 105 CMR 300.000.
2. Any Seed agent working in direct contact with the preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Seed's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Seed's production areas and where good sanitary practices require agents to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices. Specifically, hand-washing facilities are located in both bathrooms as well as break room. There is a mop sink on in the facility as well
4. Seed's facility will have sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Seed will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Seed's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Seed's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;

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SEED	Date	Policy		
		Quality Control and Testing		
Section		Revision Number	Revision Date	Pages
Retail Operations		1.0		2 of 4

8. Seed's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Seed will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require Seed to demonstrate the intended and actual use of any toxic items found on the premises;
11. Seed will ensure that its water supply is sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Seed's needs;
12. Seed's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from Seed. There will be no cross-connections between the potable and waste water lines;
13. Seed will provide its agents with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Seed will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Seed will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.
16. Seed's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming

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	Date	Policy		
		Quality Control and Testing		
Section		Revision Number	Revision Date	Pages
Retail Operations		1.0		3 of 4

unsafe during transportation, consistent with applicable requirements. The interior of the transportation vehicles will be cleaned daily if not at a greater frequency.

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

1.2. Recalls

1. Seed will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Seed to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.
2. Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with applicable regulatory provisions, and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

1.3. Testing

1. Seed will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as otherwise allowed. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required pursuant to 935 CMR 500.160. Test results for products pending wholesale transfer to Seed's facility will be reviewed by the General Manager and compared against the packaging and labeling information prior to accepting the shipment.
2. Marijuana will be tested for the cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides. In compliance with the protocol, testing for all production batches of finished plant material will include pesticides and plant growth regulators and production batches to be dispensed as finished product will be tested for metals, bacteria, fungi, mycotoxins, and cannabinoid profile. All products sold as resin or concentrates will be tested for solvents (if used) and metals with only production batches to be dispensed as finished product tested for bacteria, fungi, mycotoxins and cannabinoid profile. Edibles, tinctures and topicals will be tested for bacteria, fungi, mycotoxins and

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SEED	Date	Policy		
		Quality Control and Testing		
Section		Revision Number	Revision Date	Pages
Retail Operations		1.0		4 of 4

cannabinoid profile. In addition, all products will be tested in accordance with Commission guidance and orders in place at the time of testing.

3. Single-servings of marijuana products tested for potency in accordance with 935 CMR 500.150(4)(a) will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

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Diversity Plan Update

Core Empowerment LLC (the "Company") dba Seed is a diverse owner operated team of women and minorities. Seventy-two percent (72%) of the Company is owned by women and eighty-one percent (81%) of the investors in Seed are Black and Latino. The Company was formed on June 15, 2018 and as such was unable to be considered for registration as an economic empowerment applicant, however, the Company has secured certification as a women-owned business.

The Company's founders and management have ties to the host community of Jamaica Plain and the City of Boston generally. Accordingly, the Company understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company. The Company already has a track record of promoting diversity in its work place and has also engaged with local minority owned and women owned service providers in pursuit of its permits and licenses.

It is a policy of the Company to promote equity among minorities, women, veterans, people with disabilities, and LGBTQ+ individuals in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to minorities, women, veterans, people with disabilities, and LGBTQ+ individuals, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

Specifically, as it relates to its own internal practices, the Company will implement the following goals, programs and measurement metrics in connection with its diversity plan:

Goals:

- The Company endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and LGBTQ+ individuals. As its employee base grows, it shall be a goal of the Company to increase the number of individuals employed by the Company that fall within the aforementioned target demographics by 20% (or a minimum of 1 job, whichever is greater) of the number of jobs added. As an example, if the Company adds 10 jobs in a given year, it will strive to ensure that 2 of those positions are filled by an individual from the aforementioned target demographic. If the Company adds 2 jobs in a given year, it will strive to ensure that 1 of those positions is filled by an individual from the aforementioned target demographic.
- It shall be a goal of the Company to offer 100% of the Company's opportunities for advancement to management and executive positions

internally. This goal seeks to provide opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.

- The Company shall endeavor to continue to engage with other businesses in its community and elsewhere that are owned and/or operated by minorities, women, veterans, people with disabilities and LGBTQ+ individuals.
- The Company already exceeds the parity standards set forth by the American Community Survey (ACS) 2010 U.S. Census and shall strive to maintain that standard. Workforce availability statistics for the Total Civilian Labor Force for Massachusetts are as follows: Women 48.8%, Minorities 20.7%, Persons with Disabilities 12%, and Veterans 7%.

To the extent reasonably practicable, the Company shall Implement the following programs:

- Advertise in diverse areas, through diverse publications and with career centers to ensure there is broad awareness of employment opportunities at its facilities. When hiring, the Company intends to: (a) host job fairs in conjunction with the Jamaica Plain Neighborhood Development Corporation and the Mayor's Office of Returning Citizens; and (b) post advertisements in local newspapers. Notices will specifically state that the Company is specifically looking for women, minorities, or persons with disabilities to work for the Company;
- Implement a non-discriminatory merit-based performance appraisal system;
- Conduct outreach to local community groups to seek eligible and qualified employees;
- Provide incentives for all employees, management and ownership to exceed and participate in the Company's goals and objectives; and
- Provide monetary incentives for current employees to refer and recruit peers and individuals from diverse backgrounds.


To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

- a. Pursuant to 935 CMR 500.103(4)(a) the Company shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(c)(7)(k) and this Diversity Policy. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information. Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
 - ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
 - iii. Number of jobs created since initial licensure; and
 - iv. Number of postings in local newspapers with supporting documentation.
- b. Pursuant to the Company's Plan for Positive Impact, the Company will also provide trainings or informational sessions for areas that were disproportionately impacted and women, minorities, veterans, people with disabilities and LGBTQ+ individuals. The Company will track attendance and demographics at such meetings as permitted by law. Please also see the Company's Plan for Positive Impact.

The Company affirmatively states that: (1) it 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; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon the renewal of this license.


This policy may also be referred to by the Company as the "**Diversity Plan**".

	Date	Policy		
		RECORDKEEPING		
Section		Revision Number	Revision Date	Pages
Administration		1.0		1 of 8

1. Overview

- 1.1. Seed has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of Seed documents. Written records will be stored at Seed in the office in a locked cabinet designated for record retention. All written records will be available for inspection by the Commission upon request. Seed records are only accessible to CEO, COO/CFO and General Manager as necessary as well as Commission staff.
- 1.2. To ensure that Seed is keeping and retaining all records as noted in this policy, reviewing corporate records, business records, and personnel records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Seed's quarter-end closing procedures. In addition, Seed's operating procedures will be updated on an ongoing basis as needed.
- 1.3. Corporate Records: Those records that require, at a minimum, annual reviews, updates, and renewals, include:
- 1.4. Insurance Coverage
 1. Directors & Officers Policy
 2. Product Liability Policy
 3. General Liability Policy
 4. Umbrella Policy
 5. Workers Compensation Policy
 6. Employer Professional Liability Policy
- 1.5. Commission Requirements:
 1. Annual Agent Registration
 2. Annual Marijuana Establishment Registration
- 1.6. Local Compliance:
 1. Certificate of Occupancy
 2. Special Permits
 3. Variances

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	Date	Policy		
		RECORDKEEPING		
Section		Revision Number	Revision Date	Pages
Administration		1.0		2 of 8

4. Site Plan Approvals

5. As-Built Drawings

1.7. Corporate Governance:

1. Annual Report

2. Secretary of State Filings

3. Executive Meetings

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

1. Assets and liabilities;

2. Monetary transactions;

3. Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

4. Sales records including the quantity, form, and cost of marijuana products;

5. Salary and wages paid to each agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over Seed;

6. List of all executives of Seed, and members, if any, which must be made available upon request by any individual.

1.9. Personnel Records: At a minimum will include:

1. Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;


2. A personnel record for each Seed agent. Such records will be maintained for at least 12 months after termination of the agent's affiliation with Seed and will include, at a minimum, the following:

3. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);

4. Documentation of verification of references;

5. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;

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	Date	Policy		
		RECORDKEEPING		
Section		Revision Number	Revision Date	Pages
Administration		1.0		3 of 8

6. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
7. Documentation of periodic performance evaluations;
8. A record of any disciplinary action taken;
9. Notice of completed responsible vendor and eight-hour related duty training;
10. Personnel policies and procedures; and
11. All background check reports obtained in accordance with 935 CMR 500.030.

1.10. Handling and Testing of Marijuana Records

1. Seed will maintain the results of all testing for a minimum of one (1) year.
2. Seed plans on contracting with MCR labs for product testing services. Samples will be prepared by the General Manager and packaged in a container clearly marked for testing. All test results for products received at the retail facility will be maintained and will be easily accessible for Commission review.

1.11. Inventory Records


1. The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory. As further detailed in our protocols regarding inventory, audits will be conducted at minimum, monthly with a comprehensive inventory conducted annually.

1.12. Seed-to-Sale Tracking Records

1. Seed will use Metrc to maintain real-time inventory. Metrc inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant- seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal. Seed's Point of Sale System, Leaf Logix, will integrate with the Metrc system and update records in real time.

1.13. Incident Reporting Records

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	Date	Policy		
		RECORDKEEPING		
Section		Revision Number	Revision Date	Pages
Administration		1.0		4 of 8

1. Within ten (10) calendar days, Seed will provide written notice to the Commission of any incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the local law enforcement and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Seed for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

1.14. Visitor Records

1. A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor. The visitor log will be audited daily by [security agents or reception staff].

1.15. Waste Disposal Records

1. When marijuana or marijuana products are disposed or handled, Seed will create and maintain an electric record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Seed agents present during the disposal or handling, with their signatures. Seed will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

1.16. Security Records

1. Twenty-four (24) hour recordings from all video cameras will be available for immediate viewing by the Commission upon request and will be retained for at least ninety (90) calendar days or the duration of Commission request to preserve the recordings for a specified period of time, whichever is longer. A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.

1.17. Transportation Records

1. Seed will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

1.18. Agent Training Records

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SEED	Date	Policy		
		RECORDKEEPING		
Section		Revision Number	Revision Date	Pages
Administration		1.0		5 of 8

1. Documentation of all required training, including training regarding privacy and confidentiality requirements, Responsible Vendor Training and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

1.19.Closure


1. In the event Seed closes, all records will be kept for at least two (2) years at Seed's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Seed will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have
2. Written Operating Policies and Procedures: Policies and Procedures related to Seed's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - a. Security measures in compliance with 935 CMR 500.110
 - b. Employee security policies, including personal safety and crime prevention techniques;
 - c. A description of the Marijuana Establishment's hours of operation and afterhours contact information, which shall be provided to the Commission, made available to Law Enforcement Authorities on request, and updated pursuant to 935 CMR 500.000;
 - d. Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105(11);
 - e. Description of the various strains of Marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which Marijuana will be sold;
 - f. Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(f);
 - g. Procedures to ensure accurate recordkeeping, including inventory protocols for Transfer and inventory in compliance with 935 CMR 500.105(8) and (9);
 - h. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;

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	Date	Policy		
		RECORDKEEPING		
Section		Revision Number	Revision Date	Pages
Administration		1.0		6 of 8

- i. A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- j. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- k. Alcohol, smoke, and drug-free workplace policies;
- l. A plan describing how Confidential Information and other records required to be maintained confidentially will be maintained;
- m. A policy for the immediate dismissal of any Marijuana Establishment Agent who has:
 - a. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
 - b. Engaged in unsafe practices with regard to the operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of any Other Jurisdiction.
- 3. A list of all board of directors, members and executives of a Marijuana Establishment, and members, if any, of the Licensee must be made available on request by any individual. This requirement may be fulfilled by placing this required information on the Marijuana Establishment's website;
- 4. Policies and procedures for the handling of cash on Marijuana Establishment Premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available for inspection.
- 5. Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old;
- 6. Policies and procedures for energy efficiency and conservation that shall include:
 - a. Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - b. Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could

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	Date	Policy		
		RECORDKEEPING		
Section		Revision Number	Revision Date	Pages
Administration		1.0		7 of 8

be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;

- c. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- d. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- e. Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

1.20.RECORD-RETENTION

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

1.21.INVENTORY AND TRANSFER

1. Seed will enter all Products into Metrc and accurately report the physical location of the Products within the same business day. Seed may Transfer product to an MTC; and an MTC may Transfer product to Seed as long as there is no violation of the dosing limitations set forth in 935 CMR 500.150(4) or the limitations on total MTC inventory as set forth in 935 CMR 501.105(8)(k)2. and 3. Such Transfers cannot violate provisions protecting patient supply under 935 CMR 502.140(9). To ensure transfers are compliant, prior to such transfer the
2. General Manager will review inventory records and the proposed products for transfer. No Marijuana Product, including Marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
3. Real-time inventory will be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d) including, at a minimum, an inventory of Marijuana plants; Marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering; Marijuana ready for dispensing; all Marijuana products; and all damaged, defective, expired, or contaminated Marijuana and Marijuana products awaiting disposal. It is the responsibility of General Manager to ensure products are properly entered at each phase and


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SEED	Date	Policy		
		RECORDKEEPING		
Section		Revision Number	Revision Date	Pages
Administration		1.0		8 of 8

continuously audited to ensure accuracy. Package tags will be attached to all Finished Marijuana and Marijuana Products. Tracking will occur using a seed-to-sale methodology in a form and manner to be approved by the Commission.

4. Seed has established inventory controls and procedures for conducting inventory reviews, and comprehensive inventories of Marijuana Products and stored Marijuana as additionally detailed in other Seed operating procedures. Seed will conduct a weekly inventory of stored Marijuana at minimum. At the retail facility, inventory will be counted weekly by the General Manager. A comprehensive annual inventory will occur at least once every year after the date of the previous comprehensive inventory. In the event inventory is taken by the use of an oral recording device, it will be promptly recorded. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

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	Date	Policy		
		Energy Efficiency and Conservation		
Section		Revision Number	Revision Date	Pages
Retail Operations		1.0		1 of 1

1. Procedures

1.1. Seed will demonstrate consideration of the following factors

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

- 1.2. Seed has identified potential energy use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Our dispensary has been fully designed with features including energy efficient bulbs, small rooms with low ceilings for easy heating and cooling, limited amount of registers and energy efficient appliances.
- 1.3. Seed has considered opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emissions reduction.
- 1.4. Seed is pursuing the following strategies to reduce electric demand. Programs may include lighting schedules, active load management and energy storage programs. Seed plans on engaging with the energy efficiency program offered by the Mass Save program
- 1.5. Seed will document renewable or alternative energy credits that represent a portion of the energy usage not generated onsite, have been purchased and retired yearly. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). Seed will regularly check for such guidelines and continue to follow the Commission's standards.

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