



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284521
Original Issued Date: 09/21/2022
Issued Date: 09/21/2022
Expiration Date: 01/19/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: CastleLeaf, LLC

Phone Number: 617-631-6838 Email Address: DGambone@plattdevelopmentgroup.com

Business Address 1: 100 Leo M. Birmingham Parkway Business Address 2:

Business City: Boston Business State: MA Business Zip Code: 02135

Mailing Address 1: 100 Leo M. Birmingham Parkway Mailing Address 2:

Mailing City: Boston Mailing State: MA Mailing Zip Code: 02135

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 18 Percentage Of Control: 18

Role: Executive / Officer Other Role:

First Name: Michael Last Name: Giannone Suffix:

Entity with Direct or Indirect Authority 1

Percentage of Control: 17.1 Percentage of Ownership: 17.1

Entity Legal Name: CL Brighton Partners, LLC

Entity DBA:

DBA City:

Entity Description: Limited liability company.

Foreign Subsidiary Narrative:

Entity Phone: 617-631-6838

Entity Email: dwan@castleleaf.com

Entity Website:

Entity Address 1: 4 Chiswick Road

Entity Address 2: #43

Entity City: Brighton

Entity State: MA

Entity Zip Code: 02135

Entity Mailing Address 1: 4 Chiswick Road

Entity Mailing Address 2: #43

Entity Mailing City: Brighton

Entity Mailing State: MA

Entity Mailing Zip Code: 02135

Relationship Description: Holding company.

Entity with Direct or Indirect Authority 2

Percentage of Control: 20 Percentage of Ownership: 20

Entity Legal Name: Platt Cannabis LLC

Entity DBA:

DBA

City:

Entity Description: Limited Liability Company.

Foreign Subsidiary Narrative:

Entity Phone: 203-910-9671

Entity Email:

Entity Website:

dgambone@plattdevelopmentgroup.com

Entity Address 1: 732 East Broadway

Entity Address 2:

Entity City: Boston

Entity State: MA

Entity Zip Code: 02127

Entity Mailing Address 1: 732 East Broadway

Entity Mailing Address 2:

Entity Mailing City: Boston

Entity Mailing State: MA

Entity Mailing Zip Code:

02127

Relationship Description: Holding company for interests in CastleLeaf LLC for Kyle and David Gambone.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: CastleLeaf, LLC

Entity DBA:

Email:

kyle@plattdevelopmentgroup.com

Phone:

203-217-2661

Address 1: 719 E. 2nd Street

Address 2: Apt #3

City: Boston

State: MA

Zip Code: 02128

Types of Capital: Monetary/Equity

Other Type of

Total Value of Capital Provided:

Percentage of Initial Capital:

Capital:

\$55056.19

100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Date generated: 11/01/2023

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 100 Leo M. Birmingham Parkway

Establishment Address 2:

Establishment City: Boston

Establishment Zip Code: 02135

Approximate square footage of the establishment: 7100

How many abutters does this property have?: 34

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	CastleLeaf LLC HCA Certification Form 10-6-2021.pdf	pdf	61a52b325bb63007eb7fbe0e	11/29/2021
Community Outreach Meeting Documentation	Castle Leaf VCOM Attestation Packet 7.13.21_compressed.pdf	pdf	61a52b91fc14e507dc47e5cb	11/29/2021
Plan to Remain Compliant with Local Zoning	Castle Leaf Boston Plan to Remain Compliant with Local Zoning 12.30.21.pdf	pdf	61e1a7db7c2bdd089a1eea8e	01/14/2022

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	CL Plan for Positive Impact RFI 5.pdf	pdf	622659c37641f907553e9bf6	03/07/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager

Other Role:

First Name: David

Last Name: Gambone Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer

Other Role:

First Name: Michael

Last Name: McDade Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Manager

Other Role:

First Name: Kyle Last Name: Gambone Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Executive / Officer Other Role:

First Name: Dwan Last Name: Packnett Suffix:

RMD Association: RMD Staff

Background Question: no

Individual Background Information 5

Role: Executive / Officer Other Role:

First Name: Mike Last Name: Giannone Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 6

Role: Manager Other Role:

First Name: John Last Name: Gulezian Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner Other Role:

Entity Legal Name: Platt Cannabis, LLC Entity DBA:

Entity Description: Limited liability company

Phone: 203-910-9671 Email: dgambone@plattdevelopmentgroup.com

Primary Business Address 1: 732 E Broadway Primary Business Address 2:

Primary Business City: Boston Primary Business State: MA Principal Business Zip Code: 02127

Additional Information:

Entity Background Check Information 2

Role: Partner Other Role:

Entity Legal Name: CL Brighton Partners, LLC Entity DBA:

Entity Description: Limited liability company

Phone: 617-631-6838 Email: dwan@castleleaf.com

Primary Business Address 1: 4 Chiswick Road Primary Business Address 2: Apt #43

Primary Business City: Boston Primary Business State: MA Principal Business Zip Code: 02135

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	CL Art Org 11.30.21.pdf	pdf	61a6490c0aef7d3d05930934	11/30/2021

Articles of Organization	DUA Signed .pdf	pdf	61afa970922a104454b65c89	12/07/2021
Secretary of Commonwealth - Certificate of Good Standing	Sec of Stater Cert of good standing.pdf	pdf	61b752a30183444639b5b115	12/13/2021
Department of Revenue - Certificate of Good standing	DOR Cert of good standing.pdf	pdf	61b8fb40d2f0bb446ad23588	12/14/2021
Bylaws	Persons with Control Affidavit 1.11.22.pdf	pdf	61dd9b88dc96b108e5511b78	01/11/2022
Bylaws	Castle Leaf Operating Agreement - Executed 2.8.22_compressed.pdf	pdf	6202d35ed04772090d5a5512	02/08/2022

No documents uploaded

Massachusetts Business Identification Number: 001399205

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	CL Plan to Obtain Liability Insurance 11.30.21.pdf	pdf	61a649dc1110b83cebb0b497	11/30/2021
Proposed Timeline	CL Proposed Timeline 12.14.21.pdf	pdf	61b8b81e922a104454b67d5a	12/14/2021
Business Plan	CastleLeaf Business Plan Summary 12-14-2021.pdf	pdf	61b8fb34151a044618ec3bcd	12/14/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Energy Compliance Plan	Energy Compliance Summary 11.16.21.pdf	pdf	61a64ba703d9c23cce8639ac	11/30/2021
Inventory procedures	Inventory procedures summary 11.16.21.pdf	pdf	61a64ba93be2013b97638e46	11/30/2021
Maintaining of financial records	Maintaining of Financial Records 11.16.21.pdf	pdf	61a64baae815a03cd940b3ab	11/30/2021
Dispensing procedures	Dispensing Procedures 11.16.21.pdf	pdf	61a64bac1110b83cebb0b4ac	11/30/2021
Prevention of diversion	Prevention of Diversion 11.16.21.pdf	pdf	61a64befe88e123ce0cda101	11/30/2021
Quality control and testing	Procedures for Quality Control and Testing 11.16.21.pdf	pdf	61a64bf0c635a33bc369f616	11/30/2021
Qualifications and training	Qualifications and Training 11.16.21.pdf	pdf	61a64bf11110b83cebb0b4b8	11/30/2021
Personnel policies including background checks	Personnel Policies Summary 11.16.21.pdf	pdf	61a64bf241b5d33bb46c4178	11/30/2021
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products 11.16.21.pdf	pdf	61a64bf3b4ae803cfaae2b70	11/30/2021
Security plan	Security Plan 11.16.21.pdf	pdf	61a64c060aef7d3d05930960	11/30/2021
Storage of marijuana	Storage of Marijuana 11.16.21.pdf	pdf	61a64c07a774d33b8109e920	11/30/2021
Transportation of marijuana	Transportation of Marijuana 11.16.21.pdf	pdf	61a64c08d110a63cb808951b	11/30/2021
Record Keeping procedures	Record Keeping Procedure 11.16.21.pdf	pdf	61a64c096991cd3b88f9b026	11/30/2021

Security plan	Restricting Access to age 21 or older 11.16.21.pdf	pdf	61a64c09c812363cbf800ffd	11/30/2021
Diversity plan	CL Diversity Plan 1.14.22.pdf	pdf	61e1a8baa828d708f050ab6b	01/14/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 9:00 PM
Tuesday From: 10:00 AM	Tuesday To: 9:00 PM
Wednesday From: 10:00 AM	Wednesday To: 9:00 PM
Thursday From: 10:00 AM	Thursday To: 9:00 PM
Friday From: 10:00 AM	Friday To: 9:00 PM
Saturday From: 10:00 AM	Saturday To: 9:00 PM
Sunday From: 10:00 AM	Sunday To: 7:00 PM

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

CastleLeaf LLC

2. Name of applicant's authorized representative:

David Gambone, Manager

3. Signature of applicant's authorized representative:



4. Name of municipality:

City of Boston

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

Jasmin Winn



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

Jasmin Winn

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

jasmin.winn@boston.gov

8. Host community agreement execution date:

10/6/21

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 6/14/21
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication: 5/25/21
- b. Name of publication: Boston Herald

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

- a. Date notice filed: 5/28/21

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

- a. Date notice(s) mailed: 6/2/21

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
 - d. A plan by the ME or MTC to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Castle Leaf, LLC

Name of applicant's authorized representative:

Dwan Packnett

Signature of applicant's authorized representative:

Dwan Packnett

CLASSIFIED

classifiedads@bostonherald.com

(617) 423-4545

Attachment A
Monday - Friday
8:00 A.M. - 5:00 P.M.
EMPLOYMENT • REAL ESTATE • AUTOMOTIVE • SERVICE • MARKETPLACE
BOSTON
Herald.com/JOBFIND
MONSTER
HomeFind
 real estate, real simple

CARFind
 automotive, automagic

LEGAL NOTICES
LEGAL NOTICES
LEGAL NOTICES
LEGAL NOTICES
LEGAL NOTICES
LEGAL NOTICES
LEGAL NOTICES
(SEAL) COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
Docket No. 21 SM 000500
ORDER OF NOTICE
TO:
Alisha Penka

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 (et seq)

East Boston Savings Bank,

claiming to have an interest in a Mortgage covering real property in Boston (East Boston), numbered 107 Barnes Avenue, given by Alisha Penka to East Boston Savings Bank, dated August 30, 2016, and recorded in Suffolk County Registry of Deeds in Book 56684, Page 246, has filed with this court a complaint for determination of Defendant's Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before 06/21/2021 or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.

Witness, Gordon H. Piper, Chief Justice of this Court on 5/10/2021.

Attest:

 Deborah J. Patterson
 Recorder

May 25

LEGAL NOTICES
LEGAL NOTICES
LEGAL NOTICES
**BERNHEIMER FAMILY
 CHARITABLE FOUNDATION**

Notice is hereby given that the annual report, Form 990PF, at the above Foundation for the year 2020 is available for inspection at the principal office of the Foundation, 75 Winslow Rd Waban MA 02468 (617) 969-6849, during business hours by any citizen who so requests within 180 days of the date of the publication of this notice. Name of principal manager: Walter S. Bernheimer, II.

May 25

 The Commonwealth of Massachusetts
 SUFFOLK, ss.

 TRIAL COURT OF THE COMMONWEALTH
 BOSTON MUNICIPAL COURT DEPARTMENT
 CENTRAL DIVISION.
 Civil Action No. 21 01 CV 118

 Steven Sakofsky
 Plaintiff(s)

 Vantage Travel Services, Inc.
 Defendant(s)

ORDER OF NOTICE BY PUBLICATION.

To the above named defendant: Vantage Travel Services, Inc. A Civil action has been presented to this Court by the above named plaintiff. Wherein upon motion of the plaintiff it appears that no service of process has been made on the defendant(s) and that he is now of parts unknown, it is ordered by the Court that a summons be published in Boston Herald, a newspaper printed in Boston, Massachusetts once a week, three weeks successively

You are hereby summoned and required to serve upon Wayne M. Cray, Esq. plaintiffs attorney, whose address is 14 page Terrace, Stoughton, MA 02072 a copy of your answer to the complaint which is on file in this Court, within twenty (20) days after the final day of publication of this summons. You are also required to file your answer to the complaint in the office of the Clerk of this Court either before service upon plaintiffs attorney, or within five (5) days thereafter. If you fail to meet the above requirements, judgment by default may be rendered against you for the relief demanded in the complaint.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrences that is the subject matter of the plaintiff's claim, or you will be barred from making such claim in any other action.

WITNESS, ROBERTO RONQUILLO, JR., CHIEF JUSTICE, this eighteenth day of May in the year of our Lord two thousandtwenty-one

May 25 Jun 18

NOTICE OF PUBLIC MEETING

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

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

Application Name: CastleLeaf LLC
Application Address: 100 Leo Birmingham Parkway, Brighton
License Type: Retail Recreational Cannabis Dispensary and Product Manufacturing

Date: Monday, June 14, 2021

Time: 6:00PM

Event Link: <http://bit.ly/100LeoBirmingham>
Event number: 173 496 7332

Event password: dNPEcp5VK54

Call in Number: +1-408-418-9388

Access Code: 173 496 7332

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

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

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

 Conor Newman, Allston-Brighton Liaison
 Mayor's Office of Neighborhood Services
 (617) 635-2678 | conor.newman@boston.gov

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

May 25

Notice is hereby given that at 5:00 pm on

 Thursday, June 17, 2021 the Board of Appeal of the City of Boston will hold a public hearing virtually. Please be advised that instructions for attending and participating in the virtual hearing will be posted with the Hearing agenda at boston.gov at least 48 hours prior to the hearing date, upon the following appeals;

Pablo Alvarado Alvarado seeking with reference to the premises at: **8 Alveston Street, Ward 19**
 From the terms of the Boston Zoning Code (see Acts of 1956, c.665) in the following respects: **Variance Articles:**
 Article 55, Section 12 Side Yard Insufficient
 Article 55, Section 12 Rear Yard Insufficient
 Purpose: Demo existing garage and build a new attached garage as per plan.

 FOR THE BOARD OF APPEAL
 OF THE CITY OF BOSTON
 Thomas J. Broom
 Assistant Corporation Counsel
 May 11, 2021

For home delivery of the Boston Herald, please call (800) 882-1211.

THE PHANTOM

JUMBLE SOLUTION

 GOURD CLICK INNING ODDST
 The band's outdoor performance was ready to start, but the weather was — DISCONCERTING

CROSSWORD SOLUTION

SEAL			RBG		CUBE
ERIE		CAIRO		ORAL	
CAREER		GRAND	SLAM		
	CLOUD	FOAM			
VCHIP			FLOSS		
EEL	TSP	NFL	TIN		
DRAP		ROO	AZURE		
ASSES		OWE	SAFER		
MESS		HALLE	IFSO		
	STEAM	SNORE			
MAYORS		CREDOS			
IDS	RHUBARB	CHU			
NOTE		TRACY	GLAD		
OBEY		ADREP	MARA		
ROME		GUEST	OMEN		

SUDOKU SOLUTION

3	5	9	6	2	4	1	8	7
1	8	7	5	3	9	6	4	2
2	6	4	8	1	7	3	9	5
4	9	2	3	6	5	7	1	8
6	7	8	2	4	1	5	3	9
5	1	3	9	7	8	2	6	4
9	3	6	7	8	2	4	5	1
8	2	1	4	5	6	9	7	3
7	4	5	1	9	3	8	2	6

**For convenient home delivery of the
 Boston Herald, call (800) 882-1211.**

fork lift



A BLOG for food, fun & drink

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Access Code: 173 496 7332

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

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

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

Conor Newman, Allston-Brighton Liaison
Mayor's Office of Neighborhood Services
(617) 635-2678 | conor.newman@boston.gov

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

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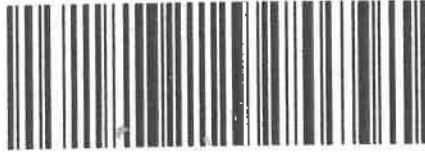
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Mayor's Office of Neighborhood Services
(617) 635-2678 | conor.newman@boston.gov

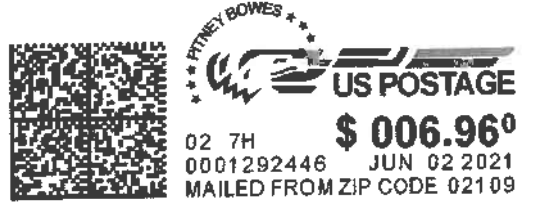
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CERTIFIED MAIL



7002 0460 0001 9821 8541
7002 0460 0001 9821 8541

FIRST-CLASS



U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

PS Form 3800, January 2001

See Reverse for Instructions

Costello
Lawford
Law Group, P.C.

100 West, Suite 1500
2109



[COVID-19 INFORMATION](#)<https://www.boston.gov/news/coronavirus-disease-covid-19-boston>

ABUTTER MAILING LIST GENERATOR

Search for an address or enter a parcel ID below.

ADDRESS SEARCH

PARCEL SEARCH

SEARCH

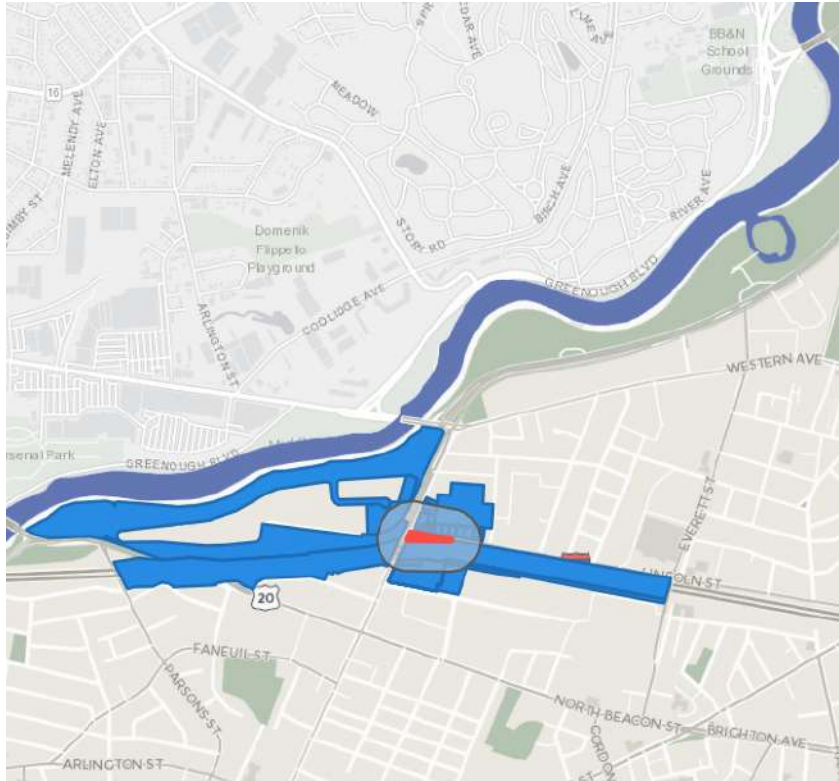
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Enter a buffer distance and the mailing list csv will appear below.

BUFFER DISTANCE (FEET)

BUFFER PARCEL



[DOWNLOAD MAILING LIST](#)
<https://www.boston.gov/38C9C6EE-5A5E-4A7A-B840>

[PRIVACY POLICY \(/DEPARTMENTS/INNOVATION-AND-TECHNOLOGY/TERMS-USE-AND-PRIVACY-POLICY\)](#)

[CONTACT US \(/DEPARTMENTS/MAYORS-OFFICE/CONTACT-BOSTON-CITY-HALL\)](#)

[ALERTS AND NOTIFICATIONS \(/DEPARTMENTS/EMERGENCY-MANAGEMENT/CITY-BOSTON-ALERTS-AND-NOTIFICATIONS\)](#)

[PUBLIC RECORDS REQUESTS](#)

[https://bostonma.gov/q.a.us/webapp/_RS/\(S\(DEN310HNRPOZ2RZH5LGBGSBY\)\)/SUPPORTHOME.ASPX](https://bostonma.gov/q.a.us/webapp/_RS/(S(DEN310HNRPOZ2RZH5LGBGSBY))/SUPPORTHOME.ASPX)

PID	OWNER	ADDRESSEE	MLG_ADDRESS	MLG_CITYSTATE	MLG_ZIPCODE	LOC_ADDRESS	LOC_CITY	LOC_ZIPCODE
2200664000						PORTSMOUTH ST	BRIGHTON	2135
2200668000						52 LINCOLN ST	BRIGHTON	2135
2200669000						52 R LINCOLN ST	BRIGHTON	2135
2200670000						LINCOLN ST	BRIGHTON	2135
2200671000						50 46 LINCOLN ST	BRIGHTON	2135
2200672000						42 40 LINCOLN ST	BRIGHTON	2135
2200673000						34 36 LINCOLN ST	BRIGHTON	2135
2200674000						32 30 LINCOLN ST	BRIGHTON	2135
2200675000						26 22 LINCOLN ST	BRIGHTON	2135
2200676001						20 LINCOLN ST	BRIGHTON	2135
2200677000						16 LINCOLN ST	BRIGHTON	2135
2200677001						14 LINCOLN ST	BRIGHTON	2135
2200677002						14 LINCOLN ST	BRIGHTON	2135
2200678000						10 LINCOLN ST	BRIGHTON	2135
2200678010						8 LINCOLN ST	BRIGHTON	2135
2200679000						6 LINCOLN ST	BRIGHTON	2135
2200681000						CENTOLA ST	BRIGHTON	2135
2200682000						16 6 CENTOLA ST	BRIGHTON	2135
2200683000						60 A LEO M BIRMINGHAM PW	BRIGHTON	2135
2201869000						EVERETT ST	BRIGHTON	2135
2201905050						40 GUEST ST	BRIGHTON	2135
2201905080						GUEST ST	BRIGHTON	2135
2201906010						10 -20 GUEST ST	BRIGHTON	2135
2201906012						20 GUEST ST #EAST UNIT	BRIGHTON	2135
2201906014						10 GUEST ST	BRIGHTON	2135
2201906015						10 GUEST ST	BRIGHTON	2135
2201906050						130 MARKET ST	BRIGHTON	2135
2201906075						100 LEO M BIRMINGHAM PW	BRIGHTON	2135
2201906100						LINCOLN ST	BRIGHTON	2135
2202727000						MARKET ST	ALLSTON	2134
2202748000						N BEACON ST	BRIGHTON	2135
2202762001						55 LEO M BIRMINGHAM PW	BRIGHTON	2135
2202762002						83 LEO M BIRMINGHAM PW	BRIGHTON	2135
2202762003						LEO M BIRMINGHAM PW	BRIGHTON	2135

Subject: Public Notice Request 100 Leo Birmingham Parkway
Date: Friday, May 28, 2021 at 11:23:58 AM Eastern Daylight Time
From: Conor Newman
To: Public Notice, Kellie Donovan, Regine Desir
CC: Aisha Miller, Cannabis Board, Faiza Sharif, Patrick Fandel, Jonathan Capano
Attachments: Final 100 Leo Birmingham Parkway Cannabis Flyer (1).pdf, Updated 100 Leo Birmingham Word Doc.docx

Hey!

Requesting that this public notice be posted today ahead of the long weekend. Notice is for a cannabis related community meeting for Monday, June 14th. I have included a word doc version of the flyer, a pdf one, and the link below. Thanks and have a wonderful weekend!

Regards,

Conor

<http://bit.ly/100LeoBirmingham>

--



Conor Newman
Allston-Brighton Liaison
Office of Neighborhood Services
617-635-2678

Sign up for neighborhood news [here](#).

Subject: Re: Castle Leaf: Virtual Community Meeting Presentation Materials

Date: Thursday, June 10, 2021 at 10:22:29 AM Eastern Daylight Time

From: Kellie Donovan

To: Jonathan Capano

CC: conor.newman@boston.gov, Lesley Hawkins, Alex Geourntas, Paul Flaherty - (City Clerk), Public Notice, Cannabis Board, Jay Youmans, Dwan Packnett

Hi Jonathan,

The following Meeting Materials have been added to the posting.

<https://www.boston.gov/public-notices/15109471>

Thank you

Kellie

On Thu, Jun 10, 2021 at 10:13 AM Jonathan Capano <jcapano@publicpolicylaw.com> wrote:

Good morning,

In accordance with the Cannabis Control Commission's Administrative Order issued on April 27th, 2020, an applicant must post all meeting materials on a publicly accessible website at least 24 hours in advance of the meeting. Attached please find Castle Leaf's presentation materials for the virtually community meeting scheduled for Monday June 14th, at 6:00 PM.

We kindly request that the presentation materials be made available on the City's public notice website, where our other meeting materials are currently available. If you have any questions, please feel free to reach out to me.

Thank you for your courtesy and attention to this matter. We're looking forward to presenting to our community next week.

Jonathan Capano, Esq.

Associate

Smith, Costello & Crawford

Public Policy Law Group.

One State Street, 15th Floor

Boston, MA 02109

O: 617-523-0600



COVID-19 INFORMATION

For the latest updates, please visit our coronavirus (COVID-19) website:

[COVID-19 INFORMATION](#)

([HTTPS://WWW.BOSTON.GOV/NEWS/CORONAVIRUS-DISEASE-COVID-19-BOSTON](https://www.boston.gov/news/coronavirus-disease-covid-19-boston))

COMMUNITY MEETING FOR PROPOSED RETAIL RECREATIONAL CANNABIS AND PRODUCT MANUFACTURING

CastleLeaf LLC will hold a community outreach meeting for a proposed retail recreational cannabis and product manufacturing on June 14 at 6 p.m.

JOIN THE ONLINE MEETING ([HTTPS://CITYOFBOSTON.WEBEX.COM/MW3300/MYWEBEX/DEFAULT.DO?NOMENU=TRUE&SITEURL=CITYOFBOSTON&SERVICE=6&RND=0.07366582274006128&MAIN_URL=HTTP](https://cityofboston.webex.com/mw3300/mywebex/default.do?nomenu=true&siteurl=cityofboston&service=6&rnd=0.07366582274006128&main_url=http))

Event password: dNPEcp5VK54

Dial-in Number: [+1-408-418-9388](tel:+14084189388) ([tel:1-408-418-9388](tel:+14084189388))

Access Code: 173 496 7332

THE PUBLIC CAN OFFER TESTIMONY.

DISCUSSION TOPICS

1 Agenda

Proposal: This is an application by CastleLeaf LLC for a Retail Recreational License to be operated at the address of 100 Leo Birmingham Parkway.

June 14, 2021



06:00PM



VIRTUAL MEETING PLEASE SEE NOTICE
BOSTON, MA 02135



CONOR.NEWMAN@BOSTON.GOV ([MAILTO:CONOR.NEWMAN@BOSTON.GOV](mailto:CONOR.NEWMAN@BOSTON.GOV))



[617-635-2678](tel:617-635-2678) ([TEL:617-635-2678](tel:617-635-2678))

Contact: CONOR NEWMAN

Castle Leaf, LLC
100 Leo Birmingham Parkway, Boston, MA
Virtual Community Outreach Meeting

June 14th, 2021

Attendees: 110

Link:

https://drive.google.com/file/d/1m_I1Q_QZgcJucx8J49rphvwZA52PNWkl/view?usp=drive_web

Subject: Castle Leaf: Virtual Community Outreach Meeting Recording
Date: Tuesday, July 13, 2021 at 2:31:21 PM Eastern Daylight Time
From: Jonathan Capano
To: Lesley Hawkins
CC: Jay Youmans, Dwan Packnett, Public Notice, Cannabis Board, conor.newman@boston.gov
Attachments: Castle Leaf VCOM Recording 7.13.21.docx, Castle Leaf VCOM Recording 7.13.21.pdf

Afternoon Lesley,

Attached please find a link to the Castle Leaf's Virtual Community Outreach Meeting recording. Per CCC guidelines we are required to share a copy of the recording with the host community.

Please let me know if you have any questions or if additional information is required.

Jonathan Capano, Esq.

Associate

Smith, Costello & Crawford

Public Policy Law Group.

One State Street, 15th Floor

Boston, MA 02109

O: 617-523-0600

C: 781-443-2227

www.publicpolicylaw.com

IMPORTANT

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

CASTLELEAF

FOR THE COMMUNITY. BY THE COMMUNITY.

—
A Boston Company
for the Allston/Brighton Neighborhood

1

THIS MEETING WILL BEGIN MOMENTARILY

PLEASE NOTE

Your connection/line will be **on mute** until the
Q&A section of the presentation

This meeting will be recorded and made publicly
available following the meeting

**We will respond to all questions at the end
of the presentation**

CASTLELEAF

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PUBLIC MEETING DETAILS

- Abutters Within 300 Feet Radius Notified
- Abutters Notified via Certified Mail
- Legal Notice Posted 2-Weeks in Advance
- Meeting Materials Made Available In Advance of Tonight's Meeting

CASTLELEAF

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MEETING AGENDA

- Introductions, Meeting Guidelines & Information
- CASTLELEAF Presentation
- Question & Answer Period

CASTLELEAF

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COMPANY OVERVIEW

BY THE COMMUNITY. FOR THE COMMUNITY.

CASTLELEAF is a **100% locally owned and operated** adult-use cannabis company dedicated to creating a community-driven business model that respects the interests, principles, and values of the Allston/Brighton neighborhood.

Founded solely by Boston residents and business owners, including majority owner and Brighton community leader **Dwan Packnett**, **CASTLELEAF** plans to hire the majority of the workforce from within our community at our store located in the neighborhood we all call home.

CASTLELEAF

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COMMUNITY BASED COMPANY

EXPERIENCED TEAM. DEDICATED TO LOCAL INVESTMENT.

CASTLELEAF Leadership



Dwan Packnett

*Co-Founder, Largest Shareholder
Former Housing & Neighborhood Development
Official, City of Boston*



David Gambone

*Co-Founder, Investor, Dad, Developer
Real Estate Investment and Development*



Michael McDade

*Co-Founder, Property Owner, Dad, Security Expert
Founder & CEO, Galaxy Integrated Technologies, Inc.*

CASTLELEAF Experts



Michelle Foley

Cannabis Retail Operations Expert



Jay Youmans

*Smith, Costello & Crawford Public Policy Law
Author of State Medical Marijuana Regulations*



Tom Scott

*Scott Griffin Architects
30+ Years Commercial & Retail Site Development*

CASTLELEAF

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GALAXY INTEGRATED TECHNOLOGIES, INC.

WORLD-CLASS SECURITY. A BRIGHTON COMPANY.

WHO WE ARE

Since 1984, Galaxy has provided state-of-the-art security for major institutions throughout New England and around the Globe. Clients have included, among others:

- Gillette Stadium
- US Government, including many US Naval Bases
- 15 Airports, including Logan Airport (post 9/11)
- Mass General Hospital, Saint Elizabeth's Hospital, Franciscan Hospital

SERVICES PROVIDED

Galaxy has provided clients all-encompassing security, including: On-Site & Remote Management; Security Build Out Design & Implementation; Engineering Support; Project Management; Security Protocols; Operational Security; Electronic Security; Architectural Security

CASTLELEAF

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COMMUNITY BASED COMPANY

EXPERIENCED TEAM. DEDICATED TO LOCAL INVESTMENT.

- We are long-standing and dedicated community members of Allston/Brighton.
- We strive to be the model for other Boston communities to look to on how people who live and work in the community can become a part of this burgeoning new industry within their own community.
- **CASTLELEAF** is made up of hard-working, community entrepreneurs have collectively lived, worked or owned businesses in the Allston/Brighton community for over 45+ years.

CASTLELEAF

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OUR GOAL: CREATE A LOCAL & LASTING ECONOMIC OPPORTUNITY

Phase 1: Retail

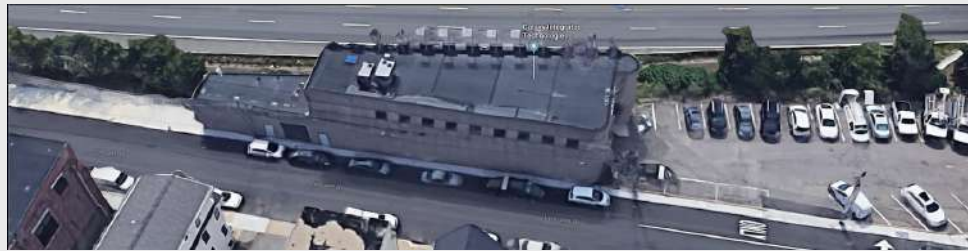
- Adult-use Retail on first floor
- Create 30-40 new careers (80% Full-time)
 - Entry-level thru Management
- Local hiring priority

Phase 2: Product Manufacturing

- Product Manufacturing on second floor
- Create 5-10 new careers (80% Full-time)
 - Provide specialized manufacturing skills
- Build local brands thru wholesale sales & distribution to local area

CASTLELEAF

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LOCATION HIGHLIGHTS

- Commercial Zoned
- Single, Non-Contiguous Parcel
- Secure "Fortress Style" Building
- Central to Public Transit (Bus, Train, Bike, Proposed Shuttle)
- On-Site Parking Lot
- Convenient footbridge access to corporate offices across highway

CASTLELEAF

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100 LEO M. BIRMINGHAM PARKWAY

SIDE EXTERIOR



WAREHOUSE



- **Secure Building**

- Concrete Exterior
- No Street Level Windows
- Limited Entry Points

- Attached Warehouse Complete w/ Dry Dock
- **Secure Garage: NO Product Deliveries on Street – EVER**

CASTLELEAF

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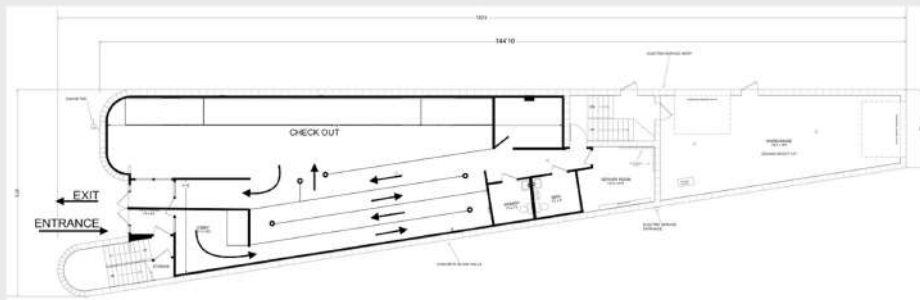
WHAT WE ARE PROPOSING

PROPOSED HOURS OF OPERATION

- Monday - Saturday: 10:00 AM - 9:00 PM
- Sunday: 10:00 AM - 7:00 PM

Expansive Sales Floor – Efficient Customer Experience

- Ample space for customer cueing (inside only)
- Express online ordering
 - Anticipate 30-50% of daily transactions (2-3min per transaction)
- Ability to leverage automated appointment only system as needed
 - Will work with community to ensure smooth roll-out



CASTLELEAF

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100 LEO M. BIRMINGHAM PARKWAY



CASTLELEAF

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TRANSPORTATION

A MULTI-FACETED APPROACH



HIGHWAY ACCESS

- Soldiers Field Road
 - 0.3 Miles Away
- Mass Pike
 - 1.0 Mile Away

PUBLIC TRANSIT

- | | |
|----------------------|--------------------|
| COMMUTER RAIL | 86 BUS |
| • Boston Landing | • Market @ Centola |
| • .33 Miles Away | • 190 Feet Away |

SHUTTLE SERVICE

ALTERNATIVES

- Shuttle Service
- Designated Ride Share Drop Off
- Dedicated On Site Bike Parking

CASTLELEAF

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CUSTOMER MANAGEMENT

AGE VERIFICATION

- Entry only granted to individuals 21+ years of age with proper identification.
- Prior to entry, trained security associate will ID each customer utilizing IDscience Scanners.
- Require all customers clear a second ID verification at check out prior to purchase.

ZERO-TOLERANCE POLICY

- Any customer found consuming products on site or in the surrounding area, including Portsmouth Park will be documented and served a lifetime ban from CASTLELEAF.
- CASTLELEAF to maintain full complement of security personnel to monitor site and conduct routine perimeter sweeps.
- Leveraging proven, best-in class tobacco prevention policies, no single pre-rolls will be sold.

CASTLELEAF

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FOCUS ON COMMUNITY

COMMUNITY BENEFITS

- Institute A-B First by maintaining local hiring preference for Allston/Brighton residents
- Conducting quarterly community meetings to ensure continuous community communications and feedback
- Phone number for neighborhood or community concerns posted on front door with calls directed to retail management
- We plan to partner with local organizations & non-profits that provide resources directly for the Brighton/Allston neighborhood.
- Portsmouth Park, City of Boston
 - Install security camera
 - Volunteer clean-ups
- We plan to hold community listening sessions to determine potential ideas on how best we can serve the community, with particular attention to our abutters

CASTLELEAF

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FOCUS ON COMMUNITY

- CASTLELEAF is a 100% locally owned and operate
- CASTLELEAF is made up of hard-working, community entrepreneurs have collectively lived, worked or owned businesses in the Allston/Brighton community for over 45+ years
- Commercially zoned, secure location
- World-class security partner
- 30-40 new careers
- Zero-Tolerance Policy
- Quarterly community meetings
- Community-first focus

CASTLELEAF

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THE QUESTION FOR ALLSTON/BRIGHTON NEIGHBORHOOD:

WHO DO YOU WANT TO PARTNER WITH?

CASTLELEAF

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CASTLELEAF

FOR THE COMMUNITY. BY THE COMMUNITY.



FOR FURTHER QUESTIONS

DWAN PACKNETT
617 • 631 • 6838

Plan to Remain Compliant with Local Zoning

The purpose of this plan is to outline Castle Leaf, LLC. (“Castle Leaf”) is and will remain in compliance with local codes, ordinances, and bylaws for the physical address of the cultivation and product manufacturing establishment 100 Leo Birmingham Highway, Boston, MA 02135 which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

100 Leo Birmingham Highway is in Commercial Property / Office 1-2 Story Zone (Classification Code 0343) and properly zoned pursuant to the City of Boston Text Amendment N0. 432, specifically Section 8-7. In accordance with the City of Boston’s zoning ordinance, the marijuana establishment is not located within one half mile or 2,640 feet from another existing cannabis establishment and it is at least 500 feet from a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. This distance is measured from the nearest lot line of the proposed establishment to the nearest lot line of existing establishment or school.

On September 8th, 2021, Castle Leaf appeared before Boston Cannabis Board for an application approval for a marijuana retailer and product manufacturing establishment license in Boston. On September 15th, 2021, Castle Leaf was granted approved by the Boston Cannabis Board to operate a marijuana retail and product manufacturing establishment in the City of Boston. On November 9th, 2021, Castle Leaf appeared before Boston Zoning Board of Appeal for a Special Permit for the marijuana retailer and product manufacturing license approvals. On December 3rd, 2021, Castle Leaf was granted a special permit to operate a marijuana retail and product manufacturing establishment in the City of Boston. This permit does not need to be renewed at any interval with the City of Boston.

In addition to Castle Leaf remaining compliant with existing Zoning Ordinances; Castle Leaf will continuously engage with City of Boston officials to remain up to date with local zoning ordinances to remain fully compliant.

Plan for Positive Impact

INTENT

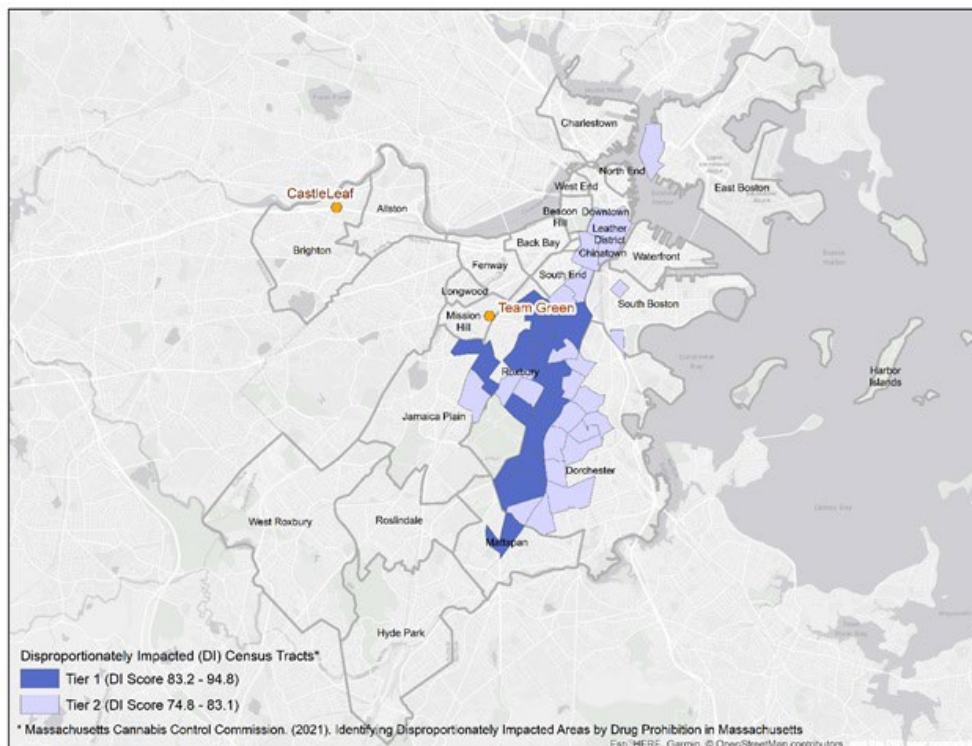
Cannabis prohibition has disproportionately impacted certain communities in Massachusetts. As the Commonwealth begins to embrace the adult-use cannabis industry in earnest, Castle Leaf LLC, (“CL”) recognizes that it has a responsibility to contribute to areas of disproportionate impact and help disproportionately harmed by marijuana prohibition. CL will focus its time and resources in Boston which has been identified by the Commission as an area of disproportionate impact.

PURPOSE

CastleLeaf’s Plan for Positive Impact was developed recognizing our obligation to provide positive community impacts and benefits to those people and communities disproportionately burdened by the War on Drugs. Our plan is focused on community outreach and equity initiatives and metrics that address those disproportionately (and historically) harmed by marijuana prohibition in Boston. CastleLeaf will focus its time and resources on the following census tracts and locations more fully identified below.

I. INITIATIVES AND METRICS – Areas of Disproportionate Impact

Through the following initiatives, CL seeks to assist communities within Boston that have been designated disproportionately impacted by the Commission and consistent with 935 CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.



Program 1: “*You can’t be what you can’t see!*” Community Engagement meetings and events

– A series of informal community outreach meetings conducted in Boston area Tier 1 and Tier 2 disproportionately impacted census tracts as identified in blue in the map above. We intend to target well-known and culturally accessible community spaces where members of the public are already comfortable - Hibernian Hall (184 Dudley Roxbury, MA 02119) and Haley House Bakery and Café (12 Dade Street, Roxbury, MA 02119). CastleLeaf will face “head on” the complicated social, political, and economic history of cannabis in the United States with humility and responsibility. Critically, this is an opportunity to connect with community members with general information about the basics of the cannabis retail and manufacturing industry in Boston paving the way to explore the many opportunities for careers within the at CastleLeaf.

Goal: Reduce barriers to entry in the commercial adult-use cannabis industry for disproportionately harmed people so those living in disproportionately impacted communities see themselves in - and feel welcomed by - the MA cannabis industry generally and CastleLeaf specifically with a goal of holding 3 community engagement meetings prior to opening and reaching 250 residents per year.

Metrics: CL will track the number of engagement meetings held each year and the number residents who participate in these community engagement meetings. We expect to reach 250 residents per year within the Tier 1 and 2 Boston Census tracts identified. We will begin holding community engagement meetings 3 months prior to opening and hold one meeting per month, thereafter. The total number of residents reached in 2022 will depend on store opening date.

Program 2: Informational Training Seminars – The requirement of “previous cannabis experience” is an unintended barrier to employment in cannabis. Those who enjoyed unfettered access to employment in the medical cannabis industry can now amplify this disproportionate advantage by moving to the top of the recruiting hierarchy in the recreational market. CL will conduct informational training seminars in partnership with other cannabis companies (especially economic empowerment and social equity businesses) to take advantage of similarly scaled operations. We intend to collaborate with these businesses to host job fairs at the Bolling Building (in Roxbury’s Nubian Square) and work together to develop seminar curriculum that will provide job profiles of positions at CastleLeaf, (i.e., the qualifications, skills, and general information) advancement opportunities (at CastleLeaf and industrywide), reports from current position incumbents, one-on-one informational interviews, and development of career plans.

Goal: Provide mentoring, professional and technical services for disproportionately harmed people in a manner that an applicant is not blindly accepting a position without a full understanding of the job and opportunities that can flow from the knowledge base acquired and skills developed with a goal of enrolling at least 25 people in each seminar.

Metric: CL will hold one seminar in 2022, within 6 months of CL’s opening and measure the number of people in attendance. CL will also track the number of seminars held each year.

Program 3: CultivatED - CL will make an annual financial contribution of \$5,000 to the CultivatED program to help promote participation in the cannabis industry by those who were

Castle Leaf, LLC
Application of Intent

disproportionately harmed by marijuana prohibition. CultivatED is a training cannabis program provides access to the cannabis industry for returning citizens. CultivatED empowers, educates, and employ MA residents who have past drug convictions their parents or spouse who have past drug convictions. The program shall provide to its fellows: Responsible Vendor Training, as well as an “Introduction to Cannabis and the Law” course at Roxbury Community College, while receiving workforce development training through CultivatED’s cannabis company partners. In collaboration with CultivatED, CL will host or join quarterly expungement clinics to assist in the administrative expungement and sealing of CORIs.

Goal: Reducing barriers to entry and providing legal benefits in the commercial adult-use cannabis industry to disproportionately harmed people with a goal of participating in four CORI clinics and reaching at least 200 people with 50 records expunged.

Metrics: CL will keep track of the number of CORI clinics it participates in, the number of people it works with, and the number of records expunged per year. We hope to participate in four CORI clinics, reaching a total of 200 participants with 50 records successfully expunged in 2022.

CONCLUSION

CL will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Plan for Positive Impact. Any actions taken, or programs instituted by CL will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws. Progress and/or success of this plan will be documented one year from provisional licensure and each year thereafter.



MASS CultivatED

February 24, 2020

Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604

RE: Acceptance of Cannabis Funds

Dear Cannabis Control Commission:

It is with great pleasure that we inform you that we will be graciously accepting contributions from licensed Massachusetts cannabis companies in order to assist in funding our program, CultivatED.

CultivatED is a first in the nation jails to jobs cannabis program that focuses on issues such as expungement, education and employment for those who have been affected by the prohibition of cannabis in the Commonwealth. We are an innovative public-private partnership providing our fellows with a robust co-op education program, legal services, workforce preparedness training, and cannabis externships with livable wages and benefits. We work closely with organizations such as Greater Boston Legal Services, Roxbury Community College and the Urban League of Eastern Massachusetts to achieve our program goals.

We appreciate the opportunity to allow Massachusetts licensed cannabis companies to participate through their contributions. Please do not hesitate to contact us should you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Dominguez", is written over a horizontal line.

Ryan Dominguez



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001399205

The date of filing of the original certificate of organization: 8/26/2019

1.a. Exact name of the limited liability company: CASTLELEAF, LLC

1.b. The exact name of the limited liability company *as amended*, is: CASTLELEAF, LLC

2a. Location of its principal office:

No. and Street: 100 LEO M. BIRMINGHAM PARKWAY
 City or Town: BOSTON State: MA Zip: 02135 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: SMITH COSTELLO & CRAWFORD PUBLIC POLICY LAW GROUP
 No. and Street: ONE STATE STREET
15TH FLOOR
 City or Town: BOSTON State: MA Zip: 02109 Country: USA

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	DWAN PACKNETT	100 LEO M. BIRMINGHAM PARKWAY BOSTON, MA 02135 USA
MANAGER	DAVID GAMBONE	719 EAST 2ND STREET BOSTON, MA 02127 USA
MANAGER	JOHN GULEZIAN	100 LEO M. BIRMINGHAM PARKWAY BOSTON, MA 02135 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	JAMES E. SMITH	ONE STATE STREET, 15TH FLOOR BOSTON, MA 02109 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DWAN PACKNETT	100 LEO M. BIRMINGHAM PARKWAY BOSTON, MA 02135 USA

9. Additional matters:

10. State the amendments to the certificate:

LINE 6: AMENDMENT TO ENTITY MANAGERS FROM MICHAEL GIANNONE TO DAVID GAMBONE, JOHN GULEZIAN, AND DWAN PACKNETT. LINE 7: ADDITION OF AUTHORIZED AGENT, JAMES E. SMITH. LINE 8: CHANGE OF REAL PROPERTY AGENT DESIGNATION FROM MICHAEL GIANNONE TO DWAN PACKNETT, CONSISTENT WITH AMENDMENTS TO LINE 6.

11. The amendment certificate shall be effective when filed unless a later effective date is specified:
4/15/2021

SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of April, 2021,
JAMES E. SMITH , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

April 14, 2021 09:50 AM

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

Department of Unemployment Assistance
Certificate of Compliance Request

I, David Gambone, do hereby certify that I have been unable to register Castle Leaf, LLC with the Department of Unemployment Assistance and request a certificate of compliance because Castle Leaf, LLC does not currently have any employees. As soon as Castle Leaf, LLC can register with the Department of Unemployment Assistance, I will provide the Cannabis Control Commission with a Certificate of Compliance.



Castle Leaf, LLC

12/6/21

Date

By: David Gambone

Its: Manager



William Francis Galvin
Secretary of the
Commonwealth

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

December 9, 2021

TO WHOM IT MAY CONCERN:

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

CASTLELEAF, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 26, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **DWAN PACKNETT, DAVID GAMBONE, JOHN GULEZIAN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DWAN PACKNETT, DAVID GAMBONE, JOHN GULEZIAN**

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

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script, reading "William Francis Galvin".

Secretary of the Commonwealth





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

mass.gov/dor

Letter ID: L0998216384
Notice Date: December 14, 2021
Case ID: 0-001-332-783



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CASTLELEAF LLC
100 LEO M BIRMINGHAM PKWY
BOSTON MA 02135-1118

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

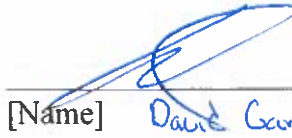
Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Affidavit of Persons with Control

I, David Gambone, of Castle Leaf, LLC, hereby certify that James E. Smith and Louis Karger are not persons with direct or indirect control of Castle Leaf, LLC.


[Name] David Gambone, Castle Leaf LLC Manager

1/11/22
Date

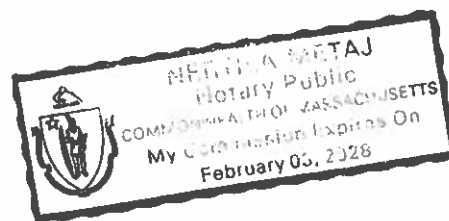
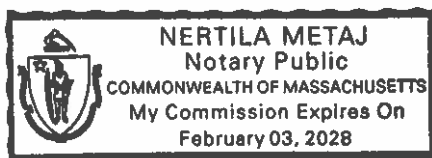
STATE OF Massachusetts

COUNTY OF Suffolk

On this 11th day of January, 2022, before me, the undersigned notary public, personally appeared DAVID GAMBONE satisfactory evidence of identification, which was a MADC, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Nertila Metaj (official signature and seal of notary)

My commission expires: 02/03/2028



CASTLELEAF, LLC
AMENDED AND RESTATED OPERATING AGREEMENT
DATED AS OF FEBRUARY 8, 2022

THE COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

THE COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND REPURCHASE OPTIONS SET FORTH IN THIS AGREEMENT.

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") of CastleLeaf, LLC, a Massachusetts limited liability company (the "Company"), is made as of February 8, 2022 (the Effective Date") by and among the persons named on Schedule 1 hereto as the Members of the Company. The parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1 ORGANIZATIONAL MATTERS

Section 1.1 Formation of Limited Liability Company

This Restatement of the Company's Operating Agreement, effective as of the Effective Date, restates the Company's prior Operating Agreement, dated October 21, 2019. The Company became a limited liability company under the laws of the Commonwealth of Massachusetts and pursuant to the Act on August 26, 2019, by the filing of a Certificate of Organization (the "Certificate") with the Secretary of State of the Commonwealth of Massachusetts, as required by the Act.

1.2 Name

The name of the Company shall be CastleLeaf, LLC, provided that the Management Committee (defined below) may select and utilize various trade names from time to time. The Management Committee may change the name of the Company, subject to the terms of this Agreement and applicable law.

1.3 Offices

The registered office of the Company in the Commonwealth of Massachusetts is the office named in the Certificate or such other office (which need not be a place of business of the Company) as the Management Committee may designate. The registered agent of the Company in the Commonwealth of Massachusetts is the person named in the Certificate or such other Person or Persons as the Management Committee may subsequently designate in the manner provided by law. The principal office of the Company is 100 Leo M. Birmingham Parkway, Boston, MA 02135, or at such other place as the Management Committee may designate, which need not be in the Commonwealth of Massachusetts.

1.4 Purpose

The purpose of the Company is to own and operate, as a licensed entity, directly or indirectly through a Subsidiary and/or joint ventures, one or more businesses (each a "Location", and together the "Locations") and to engage in the sale of products within the cannabis industry, to perform any other purposes approved by the Management Committee, and to exercise all of the rights and the performance of all of the obligations that relate to such activities, and to engage in such other activities directly related to the foregoing business as may be necessary, advisable or appropriate in the discretion of the Management Committee (collectively, the "Business").

1.5 Fiscal Year

The fiscal year of the Company shall be the calendar year or such other fiscal year as the Management Committee shall determine.

1.6 Term

The Company was formed on the date of filing of the Certificate and its period of existence shall be perpetual until termination and dissolution thereof in accordance with the provisions of Article 9 of this Agreement.

1.7 Capitalized Terms

Capitalized terms used but not defined herein shall have the meanings ascribed to them in Section 10.1 of this Agreement.

ARTICLE 2 CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

2.1 Initial Capital Contributions; Units

The membership interests of the Members shall be represented by issued and outstanding Units, which shall be classified as Class A or Class B. No type, class or series of Units shall be certificated unless otherwise determined by the Management Committee. The total number of Units which the Company is authorized to issue and the authorized capital of the Company shall be designated by the Management Committee as either shares of Class A or Class B Units. Each Member listed on Schedule 1 has made, or contemporaneously with the execution of this Agreement will make, a capital contribution to the Company in the amount set forth on Schedule 1 and is deemed to own the Units set forth opposite such Member's name on Schedule 1.

2.2 No Additional Capital Contribution

The Members shall not be required to make any additional capital contributions.

2.3 Capital Accounts

Separate and individual Capital Accounts shall be established and maintained by the Company for each Member in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). The Capital Account of each Member shall be credited with the Member's capital contributions (at fair market value with respect to contributed property, net of any liabilities assumed by the Company in connection with such contribution or to which such contributed property is subject) and shall be appropriately adjusted to reflect each Member's allocations of Net Profits and Net Losses, the fair market value of property distributed (net of any liabilities assumed by such Member or any liabilities to which such property is subject) to the Member and such other adjustments as shall be required by Code Section 704 and the Treasury Regulations promulgated thereunder.

2.4 Limited Liability

No Manager or Member shall be personally liable to satisfy any judgment, decree, or order of a court for, or be personally liable to satisfy in any other manner, any debt, obligation, or liability (whether arising in contract, tort or otherwise) of the Company solely by reason of being a Manager or Member.

2.5 No Interest on or Right to Withdraw Capital Contributions; Negative Capital Accounts

No interest shall be paid by the Company and no Member shall have the right to receive interest on capital contributions or on the balance in any capital account and no Member shall have the right to withdraw the Member's capital contribution or to demand or receive a return of the Member's capital contribution or to otherwise withdraw as a Member. No Member shall be required to pay to any other Member or the Company any deficit or negative balance that may exist from time to time in such Member's Capital Account (including upon and after dissolution of the Company).

2.6 Additional Units

Subject to Section 4.1(b), no Member shall have the right to make additional capital contributions to the Company without the consent of a majority vote of the members of the Management Committee. Subject to Section 4.1(b), subsequent to the initial issuance of Units, additional Units may be authorized, issued and sold by the Company to any Person, whether or not already a Member, in such number, amount and upon such terms and conditions as are determined by a majority vote of the Members of the Company, based upon their respective percentage ownership interests in the Company (the "Additional Units"); provided however, that no Additional Units shall be issued and sold unless such Additional Units shall have first been offered to the Members pursuant to Section 2.7 below. Any Person purchasing Additional Units shall become a Member of the Company for all purposes upon signing a counterpart to this Agreement.

2.7 Pre-Emptive Rights.

(a) Subject to the exclusion provided for in subsection (d) and Section 4.1(b) below, before the Company may issue and sell Additional Units to any Person (including an existing Member, but excluding any issuances which are made on a pro rata basis to all Members) (the "Proposed Purchaser") the Company must first make a bona fide offer (the "Offer") to sell such Additional Units to all of the existing Members in accordance with this Section 2.7. The Company shall provide written notice to each Member, which shall set forth (i) the identity of the Proposed Purchaser, (ii) the total number of Additional Units subject to the Offer and such Member's pro rata portion thereof, (iii) the purchase price thereof, which must be stated in United States dollars (the "Offer Price"), and (iv) all other terms of the Offer, including the closing date, which shall not be earlier than twenty (20) days or later than one hundred twenty (120) days after the date notice of the Offer (the "Notice Date") is given by the Company to the Members (collectively items (i) through (iv), the "Offer Terms"); provided, however, that any of the foregoing requirements may be waived with the written consent of all Members. Each Member shall have fifteen (15) business

days ("Preemptive Period") to elect to purchase all or a portion of such Member's pro rata portion as set forth in the Offer, by providing written notice to the Company (e-mail being sufficient) of such election. The Offer Terms, including the Offer Price, made to the Members pursuant to this Section 2.7 shall be no less favorable (and in the case of the Offer Price, no greater) than the terms on which such Additional Units are to be sold to the Proposed Purchaser. For purposes of this Section 2.7, a Member's "pro rata portion" shall be the product of the total Additional Units being offered in connection with an Offer multiplied by a fraction (i) the numerator of which is the number of Units such Member owns as of the Notice Date and (ii) the denominator is the aggregate number of Units owned by all the Members as of the Notice Date.

(b) If any Member does not exercise such Member's option to purchase all or a part of its pro rata portion of the Additional Units pursuant to Section 2.7(a) (such remainder, the "Remaining Additional Units"), then within five (5) days of the expiration of the Preemptive Period, the Company shall notify any Member that has elected to purchase all of its pro rata portion pursuant to Section 2.7(a) of the opportunity to purchase all or a portion of such Remaining Additional Units. Such Member shall have fifteen (15) days to elect to purchase all such Remaining Additional Units. If more than one Member is eligible to purchase Remaining Additional Units pursuant to this Section 2.7(b), such Members shall be entitled to purchase their ratable portion of such Remaining Additional Units, determined based on the ratio of Units held by such Member relative to the Units held by all such eligible Members.

(c) If any Member does not exercise such Member's option to purchase any Additional Units or Remaining Additional Units pursuant to Section 2.7(a) or 2.7(b) (or if any such Member fails to pay the Offer Price in the time frame set forth for payment in the Offer notice), the Company may sell any such unpurchased Additional Units to the Proposed Purchaser; provided, that such sale shall occur not later than one hundred eighty (180) days after the Notice Date and only in accordance with the Offer Terms (except with regard to the sale price which may exceed the Offer Price). In the event a sale contemplated by the preceding sentence is not consummated within one hundred eighty (180) days, any sale beyond such time shall again be subject to this Section 2.7.

(d) This section shall not apply to any Units reserved for an equity incentive plan approved under this Agreement, or otherwise issued to employees, consultants, advisors and the like for purposes of compensation.

2.8 Investment Representations and Acknowledgments

Each of the Members represents and acknowledges to the Company as of the date hereof (or, with regard to any later-admitted Member, as of the date such Member executes a counterpart signature or joinder to this Agreement), with respect to the issuance of Units to such Member, as follows:

(a) The Units are being purchased for the Member's own account and for investment and not with a view to or for resale in connection with any distribution or public offering of the Units within the meaning of the Securities Act of 1933, applicable state securities laws, and other applicable securities laws and rules (collectively the "Securities Laws").

(b) The Member has such knowledge and experience in financial and business matters that the Member is capable of evaluating the merits and risks of the purchase of the Units.

(c) All documents, records, and books pertaining to the Company and the purchase of the Units have been made and are available to the Member and representatives of the Member, and the Member has had an opportunity to ask questions of and receive answers from all persons related to the Company concerning the Company and the Units.

(d) The Units have not been registered under any of the Securities Laws and cannot be resold or otherwise disposed of and must be held indefinitely unless they are subsequently registered under the Securities Laws or an exemption from registration is available.

(e) The exemption under Rule 144 under the Securities Act of 1933 may not be available for the resale of the Units.

(f) The Company is under no obligation and does not intend to register the Units under the Securities Laws or to effect compliance with any exemption from registration under the Securities Laws in the future.

(g) The Member has not been subject to any criminal, civil, administrative, or other legal proceeding in any domestic or foreign jurisdiction that would disqualify the Member from owning Units in the Company, and the Member has complied in all respects with any provisions otherwise limiting ownership or control of a marijuana business under Chapter 935 of the Code of Massachusetts Regulations.

2.9 Drag-Along

(a) Subject to Section 4.1(b), in the event that the sale of the Company (whether by merger, reorganization, consolidation sale of all or substantially all of the Company's assets or sale, directly or indirectly, of all of the outstanding Units) to an unaffiliated third-party is approved by the consent of a majority of the Members of the Company, based upon their respective percentage ownership interests in the Company (an "Approved Sale"), each and every one of the other Members (each, a "Drag-Along Member") agrees to sell in such Approved Sale all Units held by such Drag-Along Member for the same form and amount of consideration per class of Unit and otherwise on the same terms and conditions upon which all other Members sell their Units.

(b) Each Member hereby waives, to the extent permitted by applicable law, all rights to object to or dissent from such Approved Sale and hereby agrees to consent to and raise no objections against such Approved Sale. The Company and the Members hereby agree to cooperate fully in any Approved Sale and not to take any action prejudicial to or inconsistent with such Approved Sale.

(c) At least thirty (30) days prior to the anticipated closing date of an Approved Sale, the Company shall provide a written notice (the "Drag-Along Notice") of the Approved Sale to the Drag-Along Members. The Drag-Along Notice must set forth the consideration per Unit (per Unit class, if applicable) to be paid in such Approved Sale and the other terms and conditions of the

Approved Sale and include copies of the documents to be executed by such Drag-Along Members (collectively, "Ancillary Documents"), which may include, but not be limited to, transfer agreements, sale agreements, escrow agreements, consents, assignments, releases and waivers. Not later than 15 days after receipt of the Drag-Along Notice, each of the Drag-Along Members shall deliver to the Management Committee an unconditional agreement in writing to sell all of such Drag-Along Member's right, title and interest in such Drag-Along Member's Units pursuant to this Section 2.9 simultaneously with the consummation of such Approved Sale in exchange for delivery to such Drag-Along Member of the consideration therefor and all Ancillary Documents required to be executed in connection with such Approved Sale (the release of which may be conditioned upon consummation of the Approved Sale). Each Member will be obligated to (i) pay its respective pro rata share of the expenses incurred by the Members in connection with any such Approved Sale to the extent not paid or reimbursed by the Company or unaffiliated third-party purchaser; provided, that no Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Approved Sale, and (ii) shall be responsible for such Member's pro rata share in any purchase price adjustments, indemnification or other obligations that the sellers of Units, other equity interests or assets are required to provide in connection with such sale so that proceeds will be distributed as if they had been distributed after giving effect to such adjustments, indemnification and other obligations (other than any such obligations that relate specifically to a particular Member, such as indemnification with respect to representations and warranties given by a Member individually regarding such Member's title to and ownership of Units); provided, that all representations, warranties, covenants and indemnities shall be made by the Members severally and not jointly and no Member will be obligated in connection with an Approved Sale to agree to indemnify or hold harmless the transferees with respect to an amount in excess of the net cash proceeds paid to such Member in connection with such Approved Sale. In connection with any Approved Sale, each Member appoints the members of the Management Committee or its designee as its representative to make all decisions in connection with any sale agreement (including the right to resolve any potential indemnification claims or other disputes on behalf of all Members). In the event that any Member receives a Drag-Along Notice pursuant to this Section 2.9(c), such Member agrees to use its commercially reasonable efforts, to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable, under applicable laws and regulations (including, without limitation, to ensure that all appropriate legal and other requirements are met and all consents of third parties are obtained), to consummate the proposed transactions contemplated by this Section 2.9. If any such vote is required by applicable law, each Member agrees that, in addition to any of the requirements of the immediately preceding sentence, such Member shall vote all of its Units in favor of the transaction. The Members hereby appoint the members of the Management Committee or its designee as its attorney in fact to enter into any agreements to effectuate this Section 2.9(c). If the closing of the Approved Sale does not occur within 90 days following the date of the Drag-Along Notice, on the terms set forth therein, the Company and the Members may not then effect a transaction subject to this Section 2.9 without again fully complying with the provisions of this this Section 2.9(c).

ARTICLE 3

CASH FLOW PAYMENTS; ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocation of Net Profits and Net Losses

Except as otherwise required by law, Net Profits and Net Losses shall be allocated in proportion to the Members' respective ownership of Units. The intent of the foregoing allocation is to comply with Treasury Regulations Section 1.704-1(b) and to ensure that the Members receive allocations of Net Profits and Net Losses pursuant to this Section 3.1 in accordance with their relative economic interests in the Company.

3.2 Special Allocations

Notwithstanding Section 3.1, appropriate adjustments shall be made to the allocations to the extent required to comply with the "qualified income offset," "minimum gain chargeback," "partner nonrecourse debt minimum gain chargeback," "nonrecourse deductions" and "partner nonrecourse deductions" rules of the Treasury Regulations promulgated pursuant to Code Section 704(c). To the extent permitted by such Treasury Regulations, the allocations in such year and subsequent years shall be further adjusted so that the cumulative effect of all of the allocations shall be the same as if all such allocations were made pursuant to the allocation provisions hereof without regard to this section.

3.3 Tax Allocations

The income, gains, losses, credits, and deductions recognized by the Company shall be allocated among the Members, for U.S. federal, state, and local income tax purposes, to the extent permitted under the Code and the Treasury Regulations, in the same manner that each such item is allocated to the Members' Capital Accounts, except as provided in Sections 3.3(a) and (b).

(a) If property is contributed to the Company by a Member, and there is a difference between the basis of such property to the Company for U.S. federal income tax purposes and the Gross Asset Value at the time of its contribution, then items of income, gain, deduction and loss with respect to such property, as computed for U.S. federal income tax purposes (but not for book purposes), shall be allocated (in any permitted manner determined by the Management Committee) among the Members so as to take account of such book/tax difference as required by Code Section 704(c).

(b) If property (other than property described in Section 3.3(b)) of the Company is reflected in the Capital Accounts of the Members and on the books of the Company at a Gross Asset Value that differs from the adjusted basis of such property for U.S. federal income tax purposes by reason of a revaluation of such property, then items of income, gain, deduction and loss with respect to such property, as computed for U.S. federal income tax purposes (but not for book purposes), shall be allocated among the Members in a manner that takes account of the difference between the adjusted basis of such property for U.S. federal income tax purposes and its Gross Asset Value in the same manner as differences between the adjusted basis and fair market value are taken into account in determining the Members' share of tax items under Code Section 704(c).

3.4 Distributions from Operations

(a) Except for Tax Distributions under Section 3.5, distributions to Members from the Company shall be made from Cash Flow as follows:

- (i) First, Michael Giannone and Class B Members shall be entitled to be paid equal distributions until such time as Michael Giannone has been paid a total of up to \$114,863 in such preferential payments hereunder, such amount to be determined by the Class A Members upon approval of receipts for the actual expenses incurred by Michael Giannone for the benefit of the Class A Members. Upon the determination of the amount to be paid Michael Giannone hereunder, the Class A Members will provide the Class B Members with written notice of the amount due ;
- (ii) Second, , (a) Class B Members shall be entitled to be paid up to \$400,000 in distributions per year plus (b) the difference between \$400,000 and the amount actually distributed to the Class B Members in any prior calendar in which at least \$400,000 was not distributed to the Class B Members minus (c) the difference between \$400,000 and the amount actually distributed to the Class B Members in any prior calendar in which more than \$400,000 was distributed to the Class B Members, until such time as the Class B Unitholders have been paid a total of \$2,000,000 in such preferential payments hereunder; and
- (iii) Third, in any given year, after Michael Giannone and Class B Unitholders have been paid as aforesaid, to the Members, pro rata, in proportion to their respective ownership interests in the Units.

(b) For purposes of this section, neither a reimbursement to a Manager or a Member for an expenditure properly considered as a cost or expense of the Company, nor the payment by the Company of any fee to a Manager or Member, nor the payment to a Manager or Member of any principal or interest on any loan, shall be considered a distribution to a Member.

(c) All distributions, upon dissolution or otherwise, shall be made solely from the Property and no Member (even if the Member has a deficit balance in the Member's capital account) or Manager shall be personally liable for any such return. Any securities or other assets distributed to the Members shall be valued at their fair market value as determined in good faith by the Management Committee.

(d) Notwithstanding any other provision contained in this Agreement, the Company shall not make a distribution to a Member if such distribution would violate the Act or other applicable law.

(e) Subject to Section 4.1(b), there shall be no in-kind distributions without the consent of a majority of the members of the Management Committee.

3.5 Tax Distributions

(a) The Management Committee may, in their sole discretion, if such funds are available, cause the Company to distribute to each Member, within ninety (90) days after the end of its fiscal year, an amount of cash at least sufficient to reimburse the Members for any income taxes payable in respect of his or its distributive share of the Company's income during the preceding fiscal year (such distributions, "Required Minimum Tax Distributions"). The Company accountant shall determine a single income tax rate (state and federal) which shall be applied for the purposes of this paragraph to all Members, regardless of their individual tax rate.

(b) Any distribution made pursuant to Section 3.5(a) which exceeds the amount of the Required Minimum Tax Distribution for any tax year shall not affect the determination of the Required Minimum Tax Distribution for any subsequent tax year. Notwithstanding anything to the contrary in this Section 3.5, the Company shall be under no obligation to make any Required Minimum Tax Distribution if such distribution (i) is then prohibited under applicable law, (ii) is then prohibited under any agreement to which the Company is a party or (iii) would materially impair the Company's ability to conduct its affairs or the Business.

3.6 Distributions Other Than From Operations

All cash from a Capital Transaction shall be distributed to the Members according to the order and priority set forth in Section 3.4 above.

ARTICLE 4.

MANAGEMENT: RIGHTS, POWERS AND OBLIGATIONS OF A MANAGER

4.1 Management and Control in General.

(a) Powers of Managers. The business of the Company shall be exercised by or under the direction of the Management Committee, acting as a majority of the members of the Management Committee, and the Members shall have no right (unless otherwise granted by the Management Committee) to act on behalf of or bind the Company. The Management Committee will have full, exclusive 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 actions as it reasonably deems necessary or appropriate to accomplish the purposes of the Company as set forth herein. Each of the Managers shall have all the rights, powers and obligations of a manager as provided in the Act and as otherwise provided by law, provided, that a Manager shall only have the right to exercise such authority upon (i), if applicable, receipt of the required approval set forth in Section 4.1(b) below, and (ii) having been so authorized by the Management Committee. Once authorized pursuant to the immediately preceding sentence, any Manager may act to bind the Company and to sign contracts on behalf of the Company.

(b) Actions Requiring Consent of Class B Manager. Notwithstanding anything to the contrary in this Agreement, and for so long as, and only for so long as, the Class B Unitholders have not been paid a total of \$2,000,000 pursuant to Section 3.4(a)(ii), above, the prior written

consent of the Manager selected by the Class B Unitholders shall be required for the Company or any Subsidiary to take any of the following actions, either directly or indirectly, in a single transaction or in a series of related transactions, by amendment, merger, consolidation or otherwise:

- (i) actions taken by the Management Committee or Members under Sections 2.6, 2.9 and 3.4(e) of this Agreement;
- (ii) create any Units (including new Units), sell any Units, issue any new Units, or change the rights or preferences or privileges of any Units;
- (iii) create, authorize, issue, grant or award (including to employees or Officers) or obligate the Company or any of its Subsidiaries to create, authorize, issue, grant or award (including to employees or Officers) any Units, interests or other securities of the Company or any of its Subsidiaries, including, without limitation, any options, calls, warrants, convertible or exchangeable securities, debt securities, anti-dilution or preemptive rights or rights of first refusal relating to the Units, equity or other securities of the Company or any of its Subsidiaries;
- (iv) purchase or redeem or pay any dividend on or distribution with respect to any Units or other securities;
- (v) make any payment (including distributions, dividends or other disbursements) to the Members in respect of any Units;
- (vi) amend, alter, modify or repeal any provision in this Agreement, the Certificate or any other documentation related to the formation or organization of the Company;
- (vii) enter into, materially amend, alter or modify or repeal any credit or security agreements relating to indebtedness of the Company or any of its Subsidiaries with an outstanding principal amount in excess of \$25,000, grant, create or permit the imposition of any material lien on any of the properties or assets of the Company or any of its Subsidiaries or incur any indebtedness of any kind whatsoever in excess of \$25,000 that is not in the budget approved by the Management Committee, other than trade credit incurred in the ordinary course of business;
- (viii) create or authorize the creation by the Company or any Subsidiary of any debt security;
- (ix) make any loan or advance to any Person (including any employee or Manager), other than in the ordinary course of business of the Company or such Subsidiary;

- (x) guarantee any indebtedness of any Person except for trade accounts of the Company or any Subsidiary arising in the ordinary course of business;
- (xi) undertake, commit to undertake, authorize, or enter into an agreement to effectuate any liquidation, winding-up, dissolution, recapitalization, or reorganization of the Company or any of its Subsidiaries or commence or acquiesce in any bankruptcy, insolvency, reorganization, debt arrangement, composition or other case under any bankruptcy or insolvency law with respect to the Company or any of its Subsidiaries, or make an assignment for the benefit of the Company's or any of its Subsidiaries' creditors;
- (xii) hold capital stock (or other securities of any nature) in any Subsidiary or other corporation, partnership or other entity that is not wholly owned by the Company or dispose of any capital stock (or other securities of any nature) of any Subsidiary or other entity;
- (xiii) make any investment inconsistent with any investment policy approved by the Management Committee;
- (xiv) undertake, commit to undertake, authorize or enter into a change of the organizational form of the Company;
- (xv) commit, authorize or enter into an agreement to effectuate any merger, combination, consolidation, share exchange or sale of assets of the Company or any of its Subsidiaries with a fair market value (as reasonably determined by the Management Committee) equal to 10% or more of the aggregate value of all of the assets of the Company and its Subsidiaries, taken as a whole, or any similar event;
- (xvi) commit to, undertake, authorize or enter into an agreement to effectuate any acquisition or similar investment by the Company or any of its Subsidiaries (whether by the purchase of assets or equity, or by merger, combination, consolidation or otherwise) that involves more than \$10,000;
- (xvii) cause the Company or any of its Subsidiaries to enter into any joint venture, partnership scheme or profit sharing arrangement where the economics or governance arrangements of such joint venture, partnership scheme or profit sharing arrangement are not consistent with the economics of this Agreement;
- (xviii) enter into any corporate strategic relationship involving the payment contribution or assignment by the Company or to the Company of assets greater than \$40,000;
- (xix) hire, fire or change the compensation or other employment terms of any officer or employee, including granting any economic compensation or

benefit, unless such economic compensation, economic terms or benefits are consistent with the fair market value of terms and conditions of employment for similarly situated employees in similar positions in other companies;

- (xx) cause the Company or any of its Subsidiaries to engage in any transaction with any Manager, officer, Member or any Affiliate of a Member or any other transaction unless such transaction is for fair market value;
- (xxi) commence any material litigation, arbitration, investigation or other legal proceeding by the Company or any of its Subsidiaries relating to any claim or assessment, or settle any litigation, arbitration, investigation, audit or other legal proceeding;
- (xxii) make, change or revoke any tax or regulatory election or filings, or decisions relating to tax or regulatory matters;
- (xxiii) sell, assign, license, pledge or encumber any material technology or intellectual property of the Company or any of its Subsidiaries, other than licenses granted in the ordinary course of business;
- (xxiv) change the Company's principal business, enter new lines of business, or exit the Company's line of business;
- (xxv) acquire or lease any real property; or
- (xxvi) exercise any of the Company's options under Section 6.2.

4.2 Number and Appointment of Managers; Removal

(a) The Company shall have three (3) Managers (the "Management Committee"), who will be appointed as set forth below.

- (i) Class A Unitholders shall appoint, voting as a class, two (2) members of the Management Committee. The initial Managers on behalf of the Class A Unitholders shall be John Gulezian and Dwan Packnett; and
- (ii) Class B Unitholders shall appoint, voting as a class, one (1) member of the Management Committee.

Each class of Unitholders as delineated above shall be solely and exclusively responsible to elect the Manager(s) representing their class. Such voting in each class shall be determined solely on the basis of percentage ownership of Units, and without regard to the number of Unitholders.

(b) Subject to Section 4.1(b), all decisions of the Management Committee shall require the affirmative vote of a majority of the Managers. The Managers shall discuss and negotiate in good faith to reach consensus on all decisions, including the use of non-binding mediation.

(c) Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager will take effect upon receipt of notice thereof or at such later time as will be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective. Subject to Article 6, the resignation of a Manager who is also a Member will not affect the Manager's rights as a Member.

(d) Notwithstanding Section 4.2(a), a Manager may be removed at any time for any reason by a majority of the number of Unitholders, without regard to percentage ownership of Units. A Manager may also be removed for "cause" by the Consent of the Members. For purposes of this section, "cause" shall mean (i) a conviction or a plea of no contest to any federal or state crime, excluding routine motor vehicle charges not involving the use of alcohol or drugs by the Manager; (ii) fraud, negligence or intentional misconduct with respect to the Company; or (iii) repeated or continued willful failure to perform his agreed-upon duties to the Company. Subject to Article 6, the removal of a Manager who is also designated by a Member will not constitute a withdrawal of a Member.

(e) Any vacancy occurring for any reason in the number of Managers of the Company will be filled by the appointment of new Managers by the Person(s) entitled to appoint Managers for such vacant seats as described in Section 4.2(a) within thirty (30) days of the occurrence of the vacancy. If a replacement Manager is not appointed within this period, the Management Committee acting unanimously may fill the vacant seat (such a Manager appointed by the Management Committee, a "Temp Manager"); provided, that (i) the Members entitled to appoint a Manager to fill the seat held by a Temp Manager may at any time upon fifteen (15) days' notice to the Management Committee appoint a Manager to replace such Temp Manager and (ii) upon delivery to the Management Committee of such notice the Temp Manager shall automatically be deemed to have resigned as a Manager.

(f) A Manager shall not be required to be a Member, a resident of Massachusetts, or a natural person.

(g) Except as otherwise provided herein, no Member will take part in the day-to-day management, or the operation or control, of the business and affairs of the Company, except upon the approval of the Management Committee. Except and only to the extent expressly provided for in this Agreement or as delegated by the Manager, no Person other than the Officers (defined below) will be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

4.3 Employment of Others, Including Affiliates

Subject to Section 4.1(b), the Management Committee shall have the right to appoint officers and agents of the Company and establish their compensation and duties. Nothing contained in this

Agreement shall preclude the employment by the Company of any Manager or Member or any agent or third party to operate and manage all or any portion of the Company or its businesses or to provide any service relating to the business of the Company, subject to the control of the Management Committee. Subject to Section 4.1(b), the Company (or any Subsidiary thereof) may engage Affiliates of any Manager or Member to render services to the Company; provided that any such engagement shall be upon terms and conditions no less favorable to the Company than could be obtained from an independent third party. Neither the Company nor any of the Members shall have, as a consequence of the relationship created hereby, any right in or to any income or profits derived by a Manager or Member or an Affiliate of any of the Manager or Members from any business arrangements with the Company which are consistent with this Section.

4.4 Costs and Expenses; Manager Compensation

The Company shall pay all costs and expenses arising from or relating to the organization of the Company, the development of the Business and the commencement and continuation of Company operations. No Manager shall be entitled to compensation for its role as Manager unless approved by the Consent of the Members.

4.5 Title to Property

Title to Property shall be taken in the name of the Company.

4.6 Liability of Managers

No Manager or any Affiliate of a Manager, or their respective officers, shareholders, controlling persons, directors, agents and employees, shall be liable, responsible or accountable in damages or otherwise to the Company or to any of the Members, their successors or permitted assigns, for any act or failure to act in connection with the affairs of the Company, unless it is proved, by clear and convincing evidence, in a final, non-appealable decision of a court of competent jurisdiction that its act or failure to act was undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company. Any action taken in good faith in reliance upon and in accordance with the advice or opinion of counsel shall be conclusively deemed not to constitute an undertaking with deliberate intent to cause injury to, or with reckless disregard for the best interests of, the Company.

4.7 Indemnification

The Company shall, to the fullest extent permitted by law, indemnify or agree to indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not such Person is acting by or in the right of the Company, by reason of the fact that such Person is or was a Manager, officer, employee or agent of the Company or any Manager, or is or was serving at the request of the Company as a manager, director, trustee, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise or employee benefit plan, against expenses (including attorney fees), judgments, penalties, fines and amounts paid in settlement incurred in connection with any such action, suit

or proceeding; provided that such indemnification shall not be available if the acts or omissions giving rise to such costs shall be determined by a court of competent jurisdiction to have been performed or omitted in willful misconduct, gross negligence or fraud.

4.8 Insurance

The Company may purchase and maintain directors and officers insurance, to the extent and in such amounts as the Management Committee deems reasonable, on behalf of the Management Committee, Officers and such other Persons as the Management Committee will determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. In addition, the Company and any Subsidiary may obtain key person life insurance on such individuals and in such amounts as may be approved by the Consent of the Members from time to time.

4.9 Fiduciary Duties of Members

Except as may be expressly provided for herein, this Agreement is not intended to, and does not, create or impose any fiduciary duty on any Member. To the greatest extent permitted by law (including under the Act), each Member hereby waives any and all fiduciary duties owed by any other Members in its capacity as a Member that, absent such waiver, may be implied by law or equity, and in doing so, recognize, acknowledge and agree that the Members' duties and obligations to one another and to the Company are only as expressly set forth in this Agreement, any other express agreements to which they are a party. Managers all have such fiduciary duties to the Members as required by law.

4.10 Devotion of Time

A Manager is not obligated to devote all of their time or business efforts to the affairs of the Company but shall devote whatever time, effort and skill is reasonably necessary for the profitable operation of the Company and the proper performance of the Manager's duties.

ARTICLE 5. MEETINGS; VOTING AND OFFICERS

5.1 Meetings of Members.

(a) Notice of Meetings. Meetings of Members may be called by (i) the Management Committee or (ii) the Members holding at least fifteen percent (15%) of the outstanding Units held by all Members that are entitled to vote at such meeting. Unless otherwise waived by the Members, written notice of any meeting, stating the time, place and purpose of the meeting, shall be given either by personal delivery or email 48 hours in advance.

(b) Quorum. Presence in person of Members owning a majority of the then outstanding Units of the class entitled to vote at such meeting shall constitute a quorum. Such Members may

adjourn such meeting from time to time. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting.

(c) Actions. The affirmative vote of Members owning a majority of the Units of the class entitled to vote at such meeting who are present at a duly constituted meeting shall, unless a greater vote is required by the Act, this Agreement or the Certificate, be the duly adopted act of the class of Members entitled to vote.

(d) Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by the Members holding not less than the minimum number of Units that would be necessary to authorize or take such action at a meeting at which all of the Members were present and voting. Prompt notice of the taking of the action without a meeting by less than a unanimous consent shall be given to all Members.

(e) Telephonic Meetings. The Members may participate in and act at any meeting of the Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Persons so participating.

(f) Proxies. Any Person who is entitled to attend or vote at a meeting or to execute consents, waivers, or releases may be represented or vote at such meeting, execute consents, waivers, and releases, and exercise any of its other rights by proxy or proxies appointed by a writing signed by such person or its duly appointed attorney-in-fact.

(g) Place of Meeting. All meetings of Members shall be held at the place stated in the notice of meeting, which may be within or without the Commonwealth of Massachusetts.

(h) Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing executed by the Member, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice. The attendance of any Member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Member of notice of such meeting.

(i) Electronic Transmissions. An electronic transmission, including but not limited to an email, consenting to an action to be taken and transmitted by a Member or proxy holder, or by a person or persons authorized to act for a Member or proxy holder, shall be deemed to be written, signed and dated for the purposes of this Section 5.1, provided that any such electronic transmission sets forth, or is delivered with information from which the Company can determine, (i) that the electronic transmission was transmitted by the Member or proxy holder or by a person or persons authorized to act for the Member or proxy holder, and (ii) the date on which such Member or proxy holder or authorized person or persons transmitted such electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed.

5.2 Meetings of Managers

(a) Notice of Meetings. Meetings of the Management Committee may be called by any Manager. Written notice of any meeting, stating the time and place of the meeting, shall be given either by personal delivery or by mail not less than two (2) days nor more than thirty (30) days before the date of the meeting to each Manager. If mailed, such notice shall be sent to the Managers in accordance with Section 10.2.

(b) Quorum; Actions. A majority of the members of the Management Committee shall be required for a quorum for transaction of business at any meeting of the Management Committee. The Management Committee may only act upon the approvals set forth in Section 4.2(b).

(c) Action by Managers Without Meeting. Any action required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the Managers.

(d) Telephonic Meetings. The Managers may participate in and act at any meeting of the Managers through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Persons so participating.

(e) Place of Meeting. All meetings of Managers shall be held at the place stated in the notice of meeting, which may be within or without the Commonwealth of Massachusetts.

(f) Waiver of Notice. When any notice is required to be given to any Manager, a waiver thereof in writing executed by the Manager, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice. The attendance of any Manager at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Manager of notice of such meeting.

(g) Electronic Transmissions. An electronic transmission, including but not limited to an email, consenting to an action to be taken and transmitted by a Manager shall be deemed to be written, signed and dated for the purposes of this Section 5.2, provided that any such electronic transmission sets forth, or is delivered with information from which the Company can determine, (i) that the electronic transmission was transmitted by the Manager, and (ii) the date on which such Manager transmitted such electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed.

5.3 Record Date and Closing Unit Transfer Books

(a) Record Date. For any lawful purpose, including without limitation the determination of the Members who are entitled to receive notice of or to vote at any meeting of Members or to receive payment of any distribution, the Management Committee may fix a record date which shall not be a date earlier than the date on which the record date is fixed and shall not be more than sixty (60) days preceding the date of the meeting of Members or the date fixed for the payment of the

distribution, as the case may be. When a determination of Members entitled to vote at any meeting of Members has been made as provided herein, such determination shall apply to any adjournment thereof.

(b) Closing Unit Transfer Books. The Management Committee may close the Company's Unit Journal (as defined below) against transfers of Units during the whole or any part of the period between the record date and the date fixed for the payment of any distribution.

(c) Adjournments. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

5.4 Officers

The Management Committee shall have the authority to appoint, oversee and remove officers of the Company from time to time. One individual may hold two or more offices. The officers of the Company shall be chosen by the Management Committee and, unless otherwise determined by the Management Committee, may include a President, Vice- President, Treasurer and a Secretary with such powers and duties as are customary to such officers and such additional powers and duties as the Management Committee may from time to time designate (hereinafter "Officers"). The compensation of all Officers of the Company shall be fixed by the Management Committee, unless that function shall have been delegated otherwise. The Officers of the Company shall hold office until such time as they die, resign or their successors are chosen and qualify in their stead. If the office of any Officer or Officers becomes vacant for any reason, the vacancy may be filled by the Management Committee. All of the officers of the Company shall at all times be and remain subject to the direction and control of the Management Committee. The powers granted to the Management Committee hereunder are subject to Section 4.1(b).

ARTICLE 6.

TRANSFERS OF UNITS; ADMISSION OF NEW MEMBERS

6.1 General Restriction.

Each and every Unit issued pursuant to this Agreement is and shall be held, owned and transferred subject to the terms and conditions contained herein. Subject to Section 4.1, no Units shall be Transferred, for consideration or otherwise, whether voluntarily, involuntarily, or by operation of law, and no purported Transferee shall be recognized as a member of the Company for any purpose whatsoever unless and until the Transferee has signed a counterpart signature page to this Agreement and one of the following conditions is satisfied: (i) a majority of the non-Transferring Members consent to the proposed Transfer or (ii) such Units have been Transferred, sold, or released from restriction upon Transfer in accordance with the provisions of this Agreement. A Transfer, or attempt to Transfer, subject to the provisions of this Agreement shall be deemed to occur whenever any Units are Transferred or are attempted to be Transferred, voluntarily, involuntarily, or by operation of law, irrespective of whether any change in the record ownership of the Units occurs.

6.2 Disposition of Units

(a) No Member may directly or indirectly Transfer all or a portion of its Units ("ROFR Units") to any third party (including any other Member or affiliate thereof) without first providing written notice (a "ROFR Notice") of such intended transaction to the Company and to each other Member, including (1) the identity of the proposed transferee, (2) the total number of Units contemplated to be transferred, (3) the purchase price thereof, which must be stated in United States dollars (the "ROFR Price"), and (4) all other terms on which such Units are proposed to be transferred to the proposed Transferee. With respect to any ROFR Units that are proposed to be Transferred from time to time, the Company and the Members shall have the following rights:

- (i) Within twenty (20) days following the receipt of a ROFR Notice, the Company shall have an option to purchase all (but not less than all) of the ROFR Units offered in such ROFR Notice. The Company's option shall be exercisable upon the approval of the Members (other than the transferring Member) holding at least fifty-one (51%) percent of the Units then outstanding (not including the Units held by the transferor Member).
- (ii) If the Company fails to exercise its option pursuant to Section 6.2(a)(i) then within twenty (20) days (the "Member ROFR Period") following the earlier of (i) the expiration of such option period or (ii) such time as the Company's option is not elected to be exercised and the Members are notified in writing (e-mail being sufficient) of such non-election by the Company, the Members (other than the transferring Member) shall be entitled to purchase all or a portion of its pro rata portion of the ROFR Units of the transferor Member. Each Member electing to purchase its pro rata portion of the ROFR Units shall notify in writing the Company and the transferring Member of such election prior to the expiration of the Member ROFR Period.
- (iii) If a Member does not elect to purchase all or a portion its pro rata portion of the ROFR Units, then upon the expiration of the Member ROFR Period, any Member electing to exercise its rights under Section 6.2(a)(ii) to purchase the entirety of its pro rata portion shall be notified by the Company of the opportunity to purchase all or a portion of such remaining ROFR Units ("Remaining ROFR Units"). Such Member shall have fifteen (15) days to elect to purchase all such Remaining ROFR Units. If more than one Member is eligible to purchase Remaining ROFR Units pursuant to this Section 6.2(a)(iii) such Members shall be entitled to purchase their ratable portion of such Remaining ROFR Units, determined based on the ratio of Units held by such Member relative to the Units held by all such eligible Members.

(b) If the Company and the other Members fail to exercise their options under this Section, then the Transferor shall be free to transfer ownership of his or her Units in accordance with the terms of such Transfer as set forth in the ROFR Notice given to the Company and the other

Members; provided, that the purchaser of such Units shall take them subject to the terms and restrictions imposed by this Agreement and shall become a party hereto; and provided further that if the proposed Transfer is not consummated within thirty (30) days of the later of (i) such time as the rights of the Company and the Members to elect to purchase any ROFR Units pursuant to Section 6.2(a) has expired or (ii) all such possible elections pursuant to Section 6.2(a) have been made, the Transferor Member's right to sell such Units shall be deemed to have lapsed, and any sale of such Member's Units without again complying Section 6.2(a) shall be null and void and deemed to be in violation of this Agreement.

6.3 Other Transfers

(a) Any one or more of the following events or conditions shall be deemed to constitute an offer to sell Units held by any Member:

- (i) the filing of a petition in bankruptcy by or against the Member;
- (ii) an adjudication that the Member (to the extent a Member is an individual) is an insane or incompetent person;
- (iii) any assignment by the Member for the benefit of its creditors;
- (iv) to the extent a Member is an individual, any direct or indirect Transfer, award, or confirmation of any such Units to the Member's spouse pursuant to a decree of divorce, dissolution, or separate maintenance, or pursuant to a property settlement or separation agreement;
- (v) sale upon the execution or in foreclosure of any pledge, hypothecation, lien or charge; or
- (vi) any other event which, were it not for the provisions of this Agreement, would cause any such Units to be sold, assigned, pledged, encumbered, awarded, confirmed, or otherwise Transferred, for consideration or otherwise, to any person, whether voluntarily, involuntarily, or by operation of law under circumstances that would not bring such event within Section 6.2 of this Agreement.

(b) Upon the occurrence of any event specified in Section 6.3(a) (except Section 6.3(a)(iv)), the remaining Members and the Company shall have the right to purchase such Units on the same terms and conditions as if such Member had made an offer to sell such Units pursuant to Section 6.2 (for the avoidance of doubt, the price for such Units shall be the price set forth in Section 6.4(a)). Upon the occurrence of an event specified in Section 6.3(a)(iv), first the Member (within the twenty (20) day period provided in Section 6.3(c)) and then the remaining Members and the Company shall have the right to purchase such Units from the Member's spouse in accordance with Section 6.2.

(c) Within twenty (20) days after the occurrence of an event described in Section 6.3(a), the Member or his or her trustee in bankruptcy, personal representative, guardian, executor, or administrator (as appropriate) shall give notice to the Company and the other Members of such event, specifying the date of such event, describing in reasonable detail the nature of the event, the Units affected, and the price or value of the Units, if any, offered by any person or decreed by a court in connection with such event. Such notice shall be deemed to be the Offer Notice for purposes of Section 6.2. If the Company and the other Members have not received this notice upon the expiration of the thirty-day period, any Member, Manager or officer of the Company who has knowledge of such event may give notice to the Company and the other Members at any time after the end of such period, and the notice shall be deemed to be the Offer Notice for all purposes of this Agreement.

6.4 Purchase Price and Terms for the Purchase and Sale of Units

(a) For purposes of this Agreement, subject to Section 6.4(b), the value of all of the outstanding Units shall be the amount set forth in the Certificate of Value prepared upon the end of the immediately preceding fiscal year. The parties hereto shall execute, upon signing this Agreement and annually within ninety (90) days following the close of each fiscal year, a Certificate of Value setting forth the value of all of the outstanding Units as of such time. The form of such Certificate of Value being Exhibit A attached hereto. The Members shall use reasonable, good faith efforts to unanimously agree on the value of all of the outstanding Units to be set forth on a Certificate of Value. In the event that the Members are unable to come to such agreement within ninety (90) days of the close of the applicable fiscal year (the "Member Valuation Period"), the Company shall retain an appraisal firm (the "Appraiser") unaffiliated with the Company or any Manager or Officer or holder of Units (at the Company's sole expense) to determine the fair market value of the Units using valuation methodologies customary in the valuation of the equity of businesses such as the Company and in the same manner as set forth in Sections 6.4(b); provided, that following the expiration of the Member Valuation Period and in connection with the submission of the matter to the appraisal firm each Member shall propose their final assessment of the value of all of the outstanding Units, and in no event shall the valuation as determined by the appraisal firm (i) exceed the highest such final valuation or (ii) be less than the lowest such final valuation proposed by a Member.

(b) The value of all of the outstanding Units shall be determined by utilizing the following appraisal process:

- (i) The Appraiser shall be required to complete their valuation work within twenty (20) business days of being retained. The Company shall promptly furnish to the Appraiser(s) such information concerning its financial condition, earnings, capitalization and business prospects as the Appraiser may reasonably request. The Appraiser will be instructed to solicit the views of the Members regarding all relevant matters, including the value of the Units, and the value and prospects of the Company.
- (ii) The Appraiser shall determine the fair market value of the Units as of a recent date selected by the Appraiser using valuation methodologies

customary in the valuation of the equity of businesses such as the Company. The Appraiser shall be instructed to express their valuation opinion in the form of a single value for the Units that in the opinion of the Appraiser most closely approximates the fair market value thereof in light of the methodologies used by the Appraiser in valuing such shares. If the Appraiser shall fail to express its assessment of the value of the Units in a single value but instead expresses its assessment as one or more ranges of values, then the Appraiser shall be deemed to have expressed as its single value for each the midpoint of the highest and lowest values of all ranges expressed. The value of the Units as determined by the Appraiser in accordance with the foregoing procedure shall be disclosed in writing to the Company and holders of Units promptly following the completion of the appraisal. The fair market value of the Units determined in accordance with the foregoing procedure shall be final, binding and non-appealable on the Company, the Management Committee and the holders of the Units and their estates.

(c) For the avoidance of doubt, the purchase price of the Units of a Member shall be determined by multiplying the value of all of the outstanding Units by a fraction, the numerator of which is the number of Units owned by the Member and the denominator of which is the total number of Units outstanding.

(d) In the event the selling Member, his or her estate, or any transferee shall not be paid in full in cash at the closing of a sale, then any note given by the purchasing party, in addition to terms customarily found in similarly situated notes, shall provide as follows:

- (i) The note shall require payment of the principal amount in twenty (20) equal consecutive quarterly installments together with interest per annum at the prime rate effective on the date of the note.
- (ii) The note shall allow the prepayment of all or any part of the principal amount at any time without penalty.
- (iii) As security for the note, the purchasing party or parties shall execute a pledge of the Units being purchased and sold in favor of any holder of the note.
- (iv) The note shall be executed by all purchasing parties as makers, and all purchasing parties shall be jointly and severally liable for full payment according to its terms.
- (v) The payment of reasonable costs of collection, court costs, and attorneys' fees incurred upon any default by the maker.
- (vi) No dividends shall be declared or paid upon the outstanding Units of the Company until the purchase price of the Units on any corporate purchase

shall be paid in full; provided, however, that this prohibition on dividends shall not apply to tax distributions.

- (vii) Except as may otherwise be agreed amongst the selling party and the purchasing party, the selling party shall Transfer the Units to the purchasing party at closing free and clear of all encumbrances except those, if any, arising out of this Agreement.

6.5 Permitted Transfers

This Article 6. does not apply to or preclude any transfer made (a) by any Member pursuant to an Approved Sale, (b) by any Member, other than an individual, of Units to or among any Affiliate(s) of such Member (including any Person controlled by such Member), provided that any ownership interests in any such Affiliate(s) will be subject to the transfer restrictions of this Agreement as if such interests were Units of the Company, or (c) for customary and reasonable estate or tax planning purposes. As a condition to any permitted transfer of Units, any transferee (other than any transferee that is already a Member) of Units will be required to become a party to the Agreement by executing a joinder to this Agreement in a form reasonably acceptable to the Management Committee.

ARTICLE 7. ADDITIONAL PROVISIONS CONCERNING MEMBERS

7.1 No Employment Rights

Neither the relationship among the Members or between the Members and the Company nor anything contained in this Agreement shall be construed to create any right of a Member to be employed by the Company or any of its Affiliates. Any right of a Member to be employed by the Company or any of its Affiliates other than as an employee terminable at-will and any agreement relating to the terms and conditions of employment or the termination of employment shall be invalid and unenforceable unless they are set forth in a duly authorized written agreement signed by the applicable company. Each Member hereby expressly waives any implied rights to be employed by the Company or any of its Affiliates except to the extent set forth in such a written agreement.

7.2 No Redemption or Repurchase Rights

No redemption or repurchase of any Units of a Member by the Company shall imply, or be construed to create, a right by any other Member to require the Company to redeem or repurchase any or all of such Member's Units. The Company shall have no obligation to purchase Units except as expressly set forth in a duly authorized written agreement signed by the Company.

7.3 Other Activities; No Usurpation of Opportunity

Subject to Section 7.6, the Management Committee, Members and their Affiliates may engage in or possess an interest in other business ventures or investments of any kind, independently or with

others. The fact that any Manager, Member or Affiliate may avail itself of such opportunities, either by itself or with other Persons and not offer such opportunities to the Company or any of its Affiliates or to any other Member, shall not subject such Manager, Member or Affiliate to liability to the Company or to any other Member on account of lost opportunity. Neither the Company nor any Member shall have any right by virtue of this Agreement or the relationship created hereby in or to such opportunities, or to the income or profits derived therefrom, and the pursuit of such opportunities, shall not be actionable or in violation of this Agreement.

7.4 No Claim to Company's Books, Records or other Assets

Except as otherwise provided for in this Agreement, as a Member of the Company, each Member acknowledges that such Member has no claim or rights with respect to any of the Company's contracts, documents, books and records, memoranda, files, lists or records of customers or prospective customers, name, telephone numbers, good will, patents, trademarks, trade names, copyrights, other intellectual property rights, or any other asset, tangible or intangible. At the time such Member ceases to hold any Units, each Member shall deliver to the Company all contracts, documents, books and records, memoranda, files, lists, work-papers, notes, instructions, manuals, guides, computer software programs or media, and all other similar and dissimilar written or soft-copy repositories containing any information concerning the Company, including confidential information, and all copies thereof in such Member's possession or under such Member's control, whether prepared by such Member, the Company, or anyone else, except that such Member may retain copies of records needed for tax purposes.

7.5 Confidential Information

Each Member agrees that, except as specifically authorized by the Company in writing, and except information which is generally known, such Member shall not either while such Member holds any Units or at any time after such Member ceases to hold any Units directly or indirectly use, disseminate, disclose, discuss, lecture upon, or write or publish articles or other similar or dissimilar materials concerning any information disclosed to or conceived or known by such Member during, as a result of, or through such Member's involvement with the Company about (i) the other Members businesses, partners and other activities, (ii) the Company's business, (iii) the terms of this Agreement, or (iv) the Company's customers, prospective customers, suppliers, products, processes, services, methods, formulas, techniques, trade secrets, financial condition, plans, prospects, policies, or procedures, or uses or improvements thereof or know-how related thereto (all of the foregoing collectively the "Confidential Information"). With respect to Confidential Information of a Member (as opposed to Confidential Information of the Company), the disclosing Member needs only the consent of the other Member to disclose such information. Notwithstanding the first sentence of this paragraph, this confidentiality provision shall not apply to: (1) information which is in the public domain through no fault of the disclosing party; (2) information received where such disclosure was not in violation of any obligation by the disclosing party to the other party; or (3) information required to be disclosed by court order or applicable laws provided that the disclosing party gives the other Member reasonable advance notice of such disclosure and works in good faith with the other Member to obtain in camera or other confidential treatment with respect to such disclosure.

7.6 Non-Solicit; Non-Compete

This Section 7.6 shall apply only to those Members holding, either directly or with an Affiliate, greater than 5% of the Company's outstanding Units.

(a) During the period beginning on the date of this Agreement and ending on the second (2nd) anniversary of (x), with respect to a Member, the last date when such Member holds any Units or (y) with respect to any member of the Management Committee ceases to be a member thereof, neither such Member (or any Affiliate thereof) nor any such former member of the Management Committee (or any Affiliate thereof) will in any capacity or in association with any other Person:

- (i) engage in, directly or indirectly, or have any other interest in, be employed by, advise or consult with act as a sales associate, broker, contractor, or manager, in whole or in part, for a Competitor; provided, that nothing in this Section 7.6 shall prohibit such Member or former Management Committee member or any of their respective Affiliates from having an interest in, directly or indirectly up to five percent (5%) of the aggregate voting securities of any Person that is a publicly traded Person.
- (ii) employ as an employee, or engage or retain as a consultant or otherwise, any Person who is then or at any time during the twelve (12) month period prior to such contemplated employment or engagement was an employee of or consultant to the Company or any Location; provided, that this Section 7.6(a)(ii) shall not prevent a Member or former Management Committee member or any of their respective Affiliates from employing as an employee or engaging or retaining as a consultant or otherwise an employee, former employee or consultant of the Company or any Location who responds to a general solicitation that is a public solicitation of prospective employees and not directed specifically to any Company or Company employees; or
- (iii) solicit, recruit or attempt to solicit or recruit any employee or consultant who is then or at any time during the twelve (12) month period prior to such contemplated employment or engagement was an employee or consultant of the Company or any Location to leave the employ of the Company or any Location or to become employed as an employee of, or engaged or retained as a consultant by, any other Person; provided, that this Section 7.6(a)(iii) shall not prevent a Member or former Management Committee member or any of their respective Affiliates from soliciting, recruiting or attempting to solicit or recruit, any employee, former employee or consultant of the Company or any Location who responds to a general solicitation that is a public solicitation of prospective employees and not directed specifically to any Company or Company employees or contractors.

(b) The Members (on their own behalf or on behalf of their respective delegates to the Management Committee) acknowledge and agree that all of the conditions and restrictions established in this Section 7.6 are reasonable, taking into account the circumstances surrounding this Agreement. The Members further acknowledge and agree that the Company and/or the Locations and the non-offending Members would be irreparably damaged if a party breaches, or threatens to commit a breach of, any of the covenants set forth in this Section 7.6 (the "Restrictive Covenants") and that any such breach or threatened breach could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the aggrieved party may be entitled, at law or in equity, the Company, the Locations and the non-offending Members shall be entitled to have the Restrictive Covenants specifically enforced against each breaching party by any court of competent jurisdiction, including immediate temporary, preliminary and permanent injunctive relief and, to the extent permitted by law, without the necessity of furnishing any bond or other undertaking.

(c) If any court of competent jurisdiction at any time deems the Restrictive Covenants, or any part thereof, unenforceable because of the duration or geographical scope of such provisions, the other provisions of this Section 7.6 will nevertheless stand and to the full extent consistent with law continue in full force and effect, and it is the intention and desire of the parties that the court treat any provisions of this Agreement which are not fully enforceable as having been modified to the extent deemed necessary by the court to render them reasonable and enforceable, and that the court enforce them to such extent.

7.7 Informational Rights

In addition to the information required to be provided pursuant to Article 8 , the Management Committee shall keep the Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company and any Location. The Management Committee shall provide all material information relating to the Company or any Location as any Member may reasonably request from time to time.

ARTICLE 8. REPORTS AND TAX MATTERS

8.1 Books, Records and Reports.

(a) The Company shall maintain at its principal office each of the following: (i) a current list of the full names, in alphabetical order, and last known business or residence addresses of the Members; (ii) a copy of the Certificate, all amendments to the Certificate and executed copies of any powers of attorney pursuant to which the Certificate or amendments thereto have been executed; (iii) a copy of this Agreement and any amendments hereto and executed copies of any written powers of attorney pursuant to which this Agreement and any amendments hereto have been executed; (iv) copies of all federal, state and local income tax returns and reports of the Company for its three most recent fiscal years; and (v) copies of any financial statements of the Company for the three most recent fiscal years. The Company books and records may be kept under such permissible method of accounting as the Management Committee may determine. As

provided pursuant to Section 9 of the Act, the foregoing books and records, together with such other information as a Member shall be entitled to review pursuant to Section 9 of the Act, shall be available for inspection and copying by any Member, at its cost and expense, or its duly authorized representative, during ordinary business hours of the Company.

(b) The Management Committee shall cause the Company to prepare and file income tax returns with the appropriate authorities. Within ninety (90) days after the close of each fiscal year of the Company, the Management Committee shall send to each person who was a Member at any time during such fiscal year such information as will be sufficient to prepare documents which may be required to be filed by such Members under applicable federal, state and local income tax laws.

(c) The Company shall deliver to the Members:

- (i) As soon as practicable, but in any event within sixty (60) days after the end of each fiscal year of the Company: (A) a balance sheet as of the end of such year, (B) statements of income and of cash flows for such year, and (C) a statement of members' equity as of the end of such year;
- (ii) As soon as practicable, but in any event within thirty (30) days after the end of each of the first three (3) quarters of each fiscal year of the Company, statements of income and cash flows for such fiscal quarter, and a balance sheet as of the end of such fiscal quarter; and
- (iii) Within ten (10) days after the end of each calendar month, management prepared financial statements, including statements of income and cash flows for such month, and a balance sheet as of the end of such month.

If, for any period, the Company has any Subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated Subsidiaries.

8.2 Record of Unit Ownership.

The Management Committee shall maintain a journal of ownership of all of the outstanding Units containing the name and address of each Member and the number and class, if any, of Units held (the "Unit Journal"). The Unit Journal shall be conclusive evidence of the ownership of the Units and status as a Member absent manifest error.

8.3 Withholding

Notwithstanding any other provision of this Agreement, each Member hereby authorizes the Company to withhold and to pay over, or otherwise to pay, any withholding or other taxes payable by the Company or any of its Affiliates (pursuant to any provision of U.S. federal, state or local or non-U.S. law) with respect to such Member or as a result of such Member's participation in the

Company; and if and to the extent that the Company shall be required to withhold or pay any such withholding or other taxes, such Member shall be deemed for all purposes of this Agreement to have received a payment from the company as of the time such withholding or other tax is required to be paid, which payment shall be deemed to be a distribution with respect to such Member's Units. To the extent that the aggregate amount of such payments to a Member for any period exceeds the aggregate distributions that such Member would have received for such period, the Company shall notify such Member as to the amount of such excess and such Member shall make a prompt payment to the Company of such amount (together with interest thereon at the option of the Management Committee). For the avoidance of doubt, any tax or other obligations attributable to tax payable by the Company referred to in this Section 8.3 shall include, without limitation, any "imputed underpayment" imposed on the Company under Section 6225 of the Code and any associated interest or penalties, any taxes, interest or penalties payable by the Company under any similar provisions of state or local tax laws. The provisions of this Section 8.3 shall survive the dissolution of the Company and the withdrawal of any Member or the transfer of any Member's Units.

8.4 Company Representative

The Management Committee shall designate a Manager to be the "Tax Matters Partner" for purposes of Section 6231 of the Code (prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA")) and the "partnership representative" as provided in Section 6223(a) of the Code (as amended by the BBA) for any tax period subject to the provisions of such Section 6223 of the Code (in either capacity, the "Tax Matters Partner"). The Tax Matters Partner shall be reimbursed for all reasonable out-of-pocket expenses incurred as a result of its duties as Tax Matters Partner, provided that such indemnification shall not be available if the acts or omissions giving rise to such costs shall be determined by a court of competent jurisdiction to have been performed or omitted in willful misconduct, gross negligence or fraud. In the event the Tax Matters Partner resigns as Tax Matters Partner or ceases to hold any Units, such Tax Matters Partner shall thereupon cease to be the Tax Matters Partner, and such other Manager as appointed by the Management Committee shall become the Tax Matters Partner.

8.4 Elections

In the event of a distribution of property made in the manner provided in Section 734 of the Code, or in the event of a transfer of any Unit permitted by this Agreement made in the manner provided in Section 743 of the Code, the Tax Matters Partner (subject to the approval of the Management Committee) may, but shall not be required to, file an election under Section 743 of the Code in accordance with the procedures set forth in the Treasury regulations promulgated thereunder.

8.5 Tax Classification

It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a "partnership" for U.S. federal, state and local income and franchise tax purposes. In accordance therewith, (a) no Member shall file any election with any taxing authority to have the Company treated otherwise, and (b) each Member hereby represents, covenants, and warrants that it shall not maintain a position inconsistent with such treatment.

ARTICLE 9 DISSOLUTION AND TERMINATION

9.1 Dissolution of the Company

The Company shall be dissolved upon the earlier occurrence of any of the following events:

(a) the written consent of the members holding at least 75% of the then outstanding Units (the "Supermajority"); or

(b) the entry of a certificate of cancellation, authorized by the Management Committee, under Section 14 of the Act.

9.2 Liquidation and Winding Up

(a) Upon dissolution of the Company, the Management Committee, shall serve as liquidator of the Company (the "Liquidator"). The Liquidator shall, with reasonable speed, wind up the affairs of the Company and liquidate the Property. The Liquidator shall have unlimited discretion to determine the time, manner and terms of any sale of Property having due regard to the activity and condition of the relevant market and general financial and economic conditions and shall be authorized to continue the business of the Company in order to maximize its value as a going concern for eventual sale.

(b) Upon completion of the winding up of the affairs and business of the Company, the assets of the Company shall be distributed by the Liquidator in the following manner and order of priority:

- (i) First, such assets shall be applied to the payment of debts and liabilities of the Company (including any loans from a Manager or Member to the Company) and the payment of expenses of the winding up of the affairs and business of the Company;
- (ii) Second, such assets shall be applied to the setting up of any reserves (to be held by the Liquidator) which the Liquidator may deem necessary or appropriate for any contingent or unforeseen liabilities or obligations of the Company; and
- (iii) Finally, the remainder, if any, of such assets shall be distributed to the Members in accordance with the provisions of Section 3.6.

(c) If any Member shall be indebted to the Company, then until payment of such indebtedness by such Member, the Liquidator shall retain such Member's distributive share of Property and apply the same to the payment of such indebtedness.

(d) The Liquidator shall comply with all requirements of the Act and other applicable law pertaining to the dissolution, winding up and liquidation of a limited liability company.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Definitions

As used in this Agreement, the following terms shall each have the meaning set forth in this Article (unless the context otherwise requires).

"Act" shall mean the Massachusetts Limited Liability Company Act, as now in effect or as hereafter amended or revised, and any references to sections of the Act shall include any successor provisions of similar tenor or effect.

"Affiliates" of a Person shall mean any Person directly or indirectly controlling, controlled by or under common control with such Person.

"Agreement" shall mean this Limited Liability Company Operating Agreement, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

"Capital Transaction" means any transaction the proceeds of which are not includable in determining Cash Flow, including, without limitation, a financing or a refinancing of any mortgage on, the receipt of insurance proceeds in the event of a loss, or the sale or other disposition of, or an eminent domain taking of all or substantially all of, any assets of the Company, but excluding the receipt by the Company of capital contributions or the proceeds of loans from any Member.

"Cash Flow" shall mean the gross cash receipts of the Company from its operations less the portions thereof which are used or reserved to pay Company debts, expenses and other obligations, to make capital expenditures or to facilitate the Company's future operations.

"Code" shall mean the Internal Revenue Code of 1986, as now in effect or as hereafter amended.

"Competitor" shall mean any Person engaged, directly or indirectly, in the same or similar business as the Business.

"Depreciation" shall mean, for each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such fiscal year, except that (a) with respect to any asset the Gross Asset Value of which differs from its adjusted tax basis for federal income tax purposes at the beginning of such fiscal year and which difference is being eliminated by use of the "remedial method" as defined by Treasury Regulations Section 1.704-3(d), Depreciation for such fiscal year shall be the amount of book basis recovered for such fiscal year under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), and (b) with respect to any other asset the Gross Asset Value of which differs from its adjusted tax basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal

income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that in the case of clause (b) above, if the adjusted tax basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, then, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Management Committee.

"Gross Asset Value" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows: (i) the initial Gross Asset Value of any asset contributed by a Member to the Company is the gross fair market value of such asset as determined by the Management Committee and such Member at the time of contribution; (ii) the Gross Asset Value of all Company assets may be adjusted to equal their respective gross fair market values, as determined by the Management Committee, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an interest in the Company; (c) the grant of an interest in the Company as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a Member capacity, or by a new Member acting in a Member capacity or in anticipation of becoming a Member; and (d) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to the foregoing clauses (a), (b), (c) and (d) shall be made only if the Management Committee reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company; (iii) the Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Management Committee and (iv) the Gross Asset Value of all property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and clause (vi) of the definition of Net Profits and Net Losses. If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to clause (i), (ii) or (iv) above, such Gross Asset Value shall thereafter be adjusted by Depreciation taken into account with respect to such asset for purposes of computing Net Profits or Net Losses.

"Member" shall mean each Person who holds any Units.

"Net Profits" and "Net Losses" shall mean, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such Fiscal Year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss) with the following adjustments (without duplication): (i) any income of the Company that is exempt from federal income tax and to the extent not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition, shall be added to such income or loss; (ii) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and to the extent not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition, shall be subtracted from such taxable income or loss; (iii) in the event the Gross Asset

Value of any Company asset is adjusted pursuant to clauses (ii) or (iii) of the definition of Gross Asset Value herein, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits or Net Losses; (iv) 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 Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value; (v) in lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year; (vi) to the extent an adjustment to the adjusted tax basis of any asset pursuant to Code Section 734(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Account balances as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or an item of loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Net Profits and Net Losses; and (vii) any items which are specially allocated pursuant to this Agreement shall not be taken into account in computing Net Profits or Net Losses.

"Person" shall mean and include an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Property" shall mean, at any time, all property, whether real or personal, interests, assets or rights owned or held by or on behalf of the Company at such time.

"Subsidiary" shall mean means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof.

"Transfer" shall mean any sale, transfer, assignment, pledge, mortgage, exchange, hypothecation, grant of a security interest or other disposition or encumbrance of an interest (whether with or without consideration, whether voluntarily or involuntarily or by operation of law). The terms "Transferee," "Transferor," "Transferred," and other forms of the word "Transfer" shall have the correlative meanings.

"Units" shall mean units of ownership interest in the Company into which the Members' ownership interests in the Company are divided. The Units are set forth opposite each Member's name on Schedule 1, and thereafter the Units held by a Member shall be reflected in the Unit Journal. Unless otherwise specifically stated to the contrary, references to Units herein shall mean all classes of Units.

10.2 Notices

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given and received on date of delivery if delivered personally or by facsimile, or on the second day after deposit in the United States mail if mailed by prepaid first-class registered or certified mail, addressed to such Member or Manager at such Member's or Manager's address in the records of the Company.

10.3 Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to conflicts of law principles. For purposes of any action or proceeding involving this agreement, each Member hereby expressly submits to the jurisdiction of all federal and state courts located in the Commonwealth of Massachusetts and consents that any order, process, notice of motion or other application to or by any of said courts or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided a reasonable time for appearance is allowed (but not less than the time otherwise afforded by any law or rule), and waives any right to contest the appropriateness of any action brought in any such court based upon lack of personal jurisdiction, improper venue or forum *non conveniens*.

10.4 Successors and Assigns

This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Members and their respective heirs, executors, administrators, successors and permitted assigns. Any person acquiring or claiming an interest in the Company, in any manner whatsoever, shall be subject to and bound by all the terms, conditions and obligations of this Agreement to which its predecessor in interest was subject or bound, without regard to whether such person has executed this Agreement or a counterpart hereof or any other document contemplated hereby. No person shall have any rights or obligations relating to the Company greater than those set forth in this Agreement, and no person shall acquire an interest in the Company or become a Member except as permitted by the terms of this Agreement.

10.5 Counterparts

This Agreement may be executed in any number of identical counterparts, each of which, for all purposes, shall be deemed an original, and all of which constitute, collectively, one and the same Agreement. In addition, this Agreement may contain more than one counterpart signature page and may be executed by the affixing of the signature of each of the Members to one of such counterpart signature pages, and all such counterpart signature pages shall be read as one and shall have the same force and effect as though all the signers had signed the same signature page.

10.6 Additional Assurances

Upon the request of the Company, each Member agrees to the extent commercially reasonable to perform all further acts and execute, acknowledge and deliver any documents which the Company deems reasonably necessary to effectuate the provisions of this Agreement.

10.7 Entire Agreement; Amendment of Agreement

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements in regard hereto. Neither the Certificate nor this Agreement may be amended or modified, except with the consent of the Supermajority, except that the Management Committee alone may effect (i) amendments to Schedule 1 from time to time to reflect changes in the Members of the Company, and (ii) non-substantive amendments needed to correct typographical errors. Notwithstanding the foregoing, this Agreement may not be amended or modified, except with the written consent of all Members, if such proposed modification or amendment will adversely affect the interests of any one Member disproportionately to other Members.

10.8 Partition

Each of the parties hereto irrevocably waives during the term of the Company any right that such party may have to maintain any action for partition with respect to the Property.

10.9 No Waiver

Failure or delay of any party in exercising any right or remedy under this Agreement, or any other agreement between the parties, or otherwise, will not operate as a waiver thereof. The express waiver by any party of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach by such party. No waiver will be effective unless and until it is in written form and signed by the waiving party.

10.10 Gender and Number

Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

10.11 Headings

The captions in this Agreement are inserted for convenience of reference only and shall not affect the construction of this Agreement. References in this Agreement to any Article, Section, Paragraph, Subparagraph or Schedule are to the same contained in this Agreement.

10.12 Validity and Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the application thereof to any person or circumstance, to any extent, for any reason, shall not affect the validity, legality, or enforceability of the remainder of such provision, or any other provision hereof or the application of any provision to any other person or circumstance, and such provision under this Agreement shall be reformed to the extent necessary to effectuate the foregoing, it being intended that the rights and obligations of the parties hereto be enforceable to the fullest extent permitted by law.

10.13 No Third Party Rights

This Agreement and the covenants and agreements contained herein are solely for the benefit of the parties hereto. No other person shall be entitled to enforce or make any claims, or have any right pursuant to the provisions of this Agreement.

10.14 Dispute Resolution

All disputes arising under this Agreement shall be subject to binding arbitration administered by JAMS Comprehensive Arbitration Rules and Procedures. Arbitration shall be conducted by a single JAMS neutral arbitrator appointed by mutual agreement of the Members, and in the absence of such agreement, by JAMS. The validity, construction and interpretation of this Agreement, and all procedural aspects of the arbitration conducted pursuant to this Agreement shall be decided by the arbitrator. It is agreed that the arbitrator shall have no authority to award treble, exemplary, or punitive damages of any type whether or not such damages may be available under state or federal law, the parties hereby waiving their rights, if any, to receive such damages. In interpreting the substance of the dispute, the arbitrator shall refer to the internal laws of the Commonwealth of Massachusetts. The arbitration proceeding shall be conducted in Boston, Massachusetts, or in any other mutually agreed upon location.

[SCHEDULE 1 FOLLOWS]

SCHEDULE 1
MEMBERSHIP INTERESTS

Class A Units

Name and Address	Percentage Interest	Initial Capital Contribution
Michael Giannone 630 East Broadway, Unit 2 Boston, MA, 02127	18%	\$114,863
Michael McDade 21 Warren Place Weston, MA 02493	15%	\$0
CL Brighton Partners, LLC 4 Chiswick Road, #43 Boston, MA 02135	17.1 %%	\$0
Dwan Packnett 4 Chiswick Road, #43 Boston, MA 02135	20%	\$0

Class B Units

Name and Address	Percentage Interest	Initial Capital Contribution
Dave Gambone and Kyle Gambone d/b/a Platt Cannabis LLC 732 East Broadway Boston, MA 02127	20.0%	\$2,000,000


The Capital Contribution of the Class B Unitholders is subject to the following terms and conditions:

1. Upon the execution of this Agreement, the entire Initial Capital Contribution of the Class B Unitholders will be deposited into an Escrow Account to be held by an attorney selected by the Class B Unitholders who is licensed and authorized to practice law in Massachusetts, subject to the following terms and conditions.
2. Funds will be released from the Escrow Account to the Company, as directed by the Management Committee, in accordance with the following anticipated schedule:
 - a. \$200,000 shall be released at the request of the Company upon the full execution of this Agreement by all Members and Managers, for payment of the Company's after-incurred legal and leasehold fees and costs.
 - b. \$1,000,000 shall be released at the request of the Company, in or about September 2021, for the purposes of construction and hiring of key personnel.

- c. \$800,000 shall be released at the request of the Company, after the Company's provisional licensure approval from the Massachusetts Cannabis Control Commission, for construction buildout, employee hiring, to meet real estate obligations, and for other operational costs and expenses.
3. The Class B Unitholders acknowledge that these dates may be delayed on account of circumstances beyond the control of the Company. Such delays will not prejudice the rights of the Company hereunder.
4. In the event that the funds are not released from Escrow as provided above, or in the event that the Massachusetts Cannabis Control Commission does not approve a license for the Company to operate at 100 Leo M. Birmingham Parkway, Brighton, MA, within eighteen (18) months following the full execution of this Agreement by all Members and Managers, then at the request of the Class B Unitholders, all funds remaining in the Escrow Account shall be returned to the Class B Unitholders. Upon such return, the Class B Unitholders shall forfeit their percentage interest in the Company, and their percentage interest shall be divided pro rata among the Class A Unitholders. In any event, the Company shall not be liable to return to the Class B Unitholders any sums previously released to the Company from the Escrow Account. In addition to such forfeiture, the Class B Manager shall thereupon resign as a Manager of the Company
5. The percentage interest of the Class B Unitholders shall vest unconditionally when the entire amount in the Escrow Account has been released to the Company.

/SIGNATURE PAGE FOLLOWS/

MEMBERS



Dwan Packnett, Manager
CL Brighton Partners, LLC



Dave Gambone
Platt Cannabis LLC, Manager



Dwan Packnett



Michael McDade



Michael Grannone



Spencer Knowles
SMJ Brighton Consulting, LLC

MANAGERS

Class A Unit Managers




Dwan Packnett



John Gulezian

Class B Unit Manager



Dave Gambone
Plant Constable LLC, Manager

EXHIBIT A

CERTIFICATE OF VALUE

Reference is made to that certain Amended and Restated Operating Agreement of CastleLeaf, LLC, dated as of February __, 2021, (as amended and in effect from time to time, the "Operating Agreement"), by and among the Members of CastleLeaf, LLC (the "Company").

Capitalized terms used herein shall have the same meanings ascribed to them in the Operating Agreement.

The undersigned, being the Members of the Company hereby agree that, effective as of _____, the value of the Company shall be as follows:

Total Value

\$ _____

Any prior Certificates of Value shall be of no further force or effect. This Certificate of Value shall remain in full force and effect until a new Certificate of Value is created.

[Signature page to follow]


IN WITNESS WHEREOF, the parties have executed this Certificate of Value as of
February , 2021.

CASTLELEAF LLC

MEMBERS:



Dwan Packnett, Manager
CL Brighton Partners, LLC




Dave Cambone
Platt Cannabis LLC, Manager




Dwan Packnett



Michael McDade



Michael Giannone



Spencer Knowles
SMJ Brighton Consulting, LLC

Castle Leaf, LLC

Plan for Obtaining Liability Insurance

I. Purpose

The purpose of this plan is to outline how Castle Leaf LLC (“CL”) will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

II. Research

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

III. Plan

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

SUMMARY BUSINESS PLAN

Business Description

CastleLeaf, LLC is a 100% locally owned adult-use cannabis company with City of Boston Cannabis Board and Zoning Board of Appeals approval to operate a marijuana retail and product manufacturing facility at 100 Leo M. Birmingham Parkway in the Allston-Brighton neighborhood of Boston.

Founded solely by Boston residents and business owners who have collectively lived, worked, or owned businesses in Allston-Brighton for several decades, CastleLeaf, LLC is dedicated to creating a community-driven business model that respects the interests, principles, and values of the Allston-Brighton neighborhood. This community-focused mission is supported by a dedication to hiring a diverse and local workforce that reflects the full spectrum of lived-experiences throughout the City of Boston. CastleLeaf's management team has over 100 years of combined retail management, operations, security, real estate and government/community relations expertise, including within the cannabis industry and has owned and controlled the proposed site since 2001.

With this application, CastleLeaf is seeking Massachusetts Cannabis Control Commission (CCC) licensure to operate a marijuana retail facility on the first floor of the existing facility located at 100 Leo M. Birmingham Parkway, as well as a commercial kitchen licensed as a product manufacturing facility on the second floor.

The proposed project is outlined in two phases of build-out and operation:

- Phase 1: Adult-Use Marijuana Retail Facility
 - Successfully open a true neighborhood / community focused retail operation which will prioritize the following:
 - Local work force with diversity as a pillar
 - The sale of products produced by Boston-based licensed cannabis businesses and Economic Empowerment and Social Equity licensed businesses
- Phase 2 (Timing TBD): Product Manufacturing
 - Expand into a micro-vertical model with a Product Manufacturing area on the second floor
 - Focus on workforce development and cannabis production skills

Market Analysis

CastleLeaf, LLC believes that significant latent demand exists for consumption of adult-use cannabis products in Massachusetts. As a non-vertical retailer, CastleLeaf believes that the market's supply/demand imbalance has begun to level-out and CastleLeaf is poised to take full advantage of ensuring access to the best selection of products for our customers at competitive prices. We have identified core supplier partners who are large enough to ensure CastleLeaf can

offer a consistent and well-diversified product mix, while maintaining our priority of supporting local entrepreneurs as they enter the regulated market. The proposed site is centrally located directly off major arteries into downtown Boston, along Soldiers Field Road (Route 20) and the Massachusetts Turnpike (Route 90), located on the borders of Watertown, Cambridge, and Newton, and proximity to Brookline and Waltham, offering convenient access to a population of more than 680,000 Massachusetts residents.

Organization Management

Dwan Packnett, Esq. – Co-Founder, Largest Shareholder, President, Director of Government and Community Engagement

- Director of Community Affairs, Sira Naturals, Inc. (Employee)
- Former housing and neighborhood development manager, City of Boston Mayor's Office of Economic Development and City of Boston's First Time Homebuyer Program
- Director of land acquisition and community development, 1996 Atlanta Olympic Games
- Co-Chair, CultivatED
- Allston-Brighton community organizer
- Vice Chair, Ward 21 Committee
- Voting Member, Brighton Alston Improvement Association

Michael McDade – Co-Founder, Property Owner, Director of Public Safety and Security

- Founder & CEO, Galaxy Integrated Technologies, Inc.
- Headquarter in Brighton since 2001, Galaxy Integrated Technologies has provided state-of-the-art security for major institutions throughout New England and around the Globe since 1984
- Clients have included, among others: Gillette Stadium; Government top-secret clearance for US Government, including providing support to many US Naval Bases and US Coast Guard; 15 Airports, including Logan Airport (post 9/11); State agencies, including MassDOT, MBTA, and MassPort; Merck Pharmaceuticals; Mass General Hospital, Saint Elizabeth's Hospital, and Franciscan Hospital
- Over the last several years, Galaxy has assisted cannabis operators with security system conceptual designs and integrations, while providing training, services and support
- Galaxy is very proud to have supported with the licensing and opening launches of several cannabis licensees, all of whom enjoyed zero state or local deficiencies

David Gambone – Co-Founder, Investor, Developer

- Founder and CEO, Platt Development Group, a Real Estate development and investment company located in Boston, MA
- Former financial analyst, Credit Suisse and J.P. Morgan
- Extensive financial, regulatory, and real estate development experience, working hand-in-hand with local communities and community interests

Sales Strategies

As a community-focused operation, CastleLeaf will provide a robust product mix to its customers with a focus on high-quality cannabis products at competitive prices, including sourcing products produced by Boston-based licensed cannabis businesses and Economic Empowerment and Social Equity licensed businesses. CastleLeaf will strive to have a wide-range of products, ensuring selection for every type of cannabis consumer. CastleLeaf will ensure a strong culture of “sales through education,” committing its employees to educate our customers on product safety, proper dosing, categorical seminars, and vendor sponsored events in support of local brand building and awareness.

Through Phase 2 of the proposed project, CastleLeaf will build on its success as a local retailer and leverage its Product Manufacturing license to expand its local workforce and provide more skilled jobs in the cannabis manufacturing space.

Financial Projections

Castleleaf 5 year Sales Projections	Total 2023	Total 2024	Total 2025	Total 2026	Total 2027
Total Retail Sales	\$18,000,000	\$20,000,000	\$22,000,000	\$22,000,000	\$22,000,000
Total Wholesale Sales	\$0	\$0	\$1,000,000	\$1,500,000	\$2,000,000
Total Sales	\$18,000,000	\$20,000,000	\$23,000,000	\$23,500,000	\$24,000,000

Funding Requirements

CastleLeaf will fully fund its build out and start-up costs with capital invested by the ownership group.

Energy Compliance Plan

At all times, Castle Leaf, LLC (“CL”) Marijuana Establishment will satisfy minimum energy efficiency and conservation standards as required by the Commission and in accordance with 935 CMR 500.105(15). CL will strive to reduce energy demand, including by not limited to, the following:

- Use of natural lighting where feasible and compliant with CCC regulations;
- Replacement of the garage doors with high performance low-E glazing
- Insulate remaining walls and the ceiling to meet or exceed the Energy Code for commercial buildings.
- Purchase and installation of LED lights, where feasible;
- Utilization of advanced and energy efficient HVAC systems;
- Energy efficient cooling tower;
- Hot water tank with hybrid design to enhance overall energy efficiency.
- Insulated glazing;
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage).
- New building insulation, where feasible.

The project will be in compliance with the International Building Code’s requirements for sustainable and energy conservation in construction. CL will work closely with the utility to create and execute an energy savings plan, including:

- Understanding of how we consume energy through analysis generation;
- Compare our operation with similar businesses and act accordingly;
- Solicit customized energy improvement recommendations from professionals and determine how and if such recommendations can be incorporated into our business plan; and
- Identify cost incentives through utility energy programs, such as Mass Save programs to explore financial incentives for energy efficiency and demand reduction measures.

Maintaining Financial Records

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

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

CL financial records will be available for inspection by the Commission, upon request. The financial records will be maintained in accordance with generally accepted accounting principles. Following the closure of CL, all records will be kept for at least two years at the expense of CL and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Financial records shall be kept for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(5)(e).

Procedures for Quality Control and Testing

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

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

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

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

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

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

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temperature and conform with all requirements of 935 CMR 500.105(3)(b)(3).

CL will provide sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations, in accordance with 935 CMR 500.105(3)(b)(4). Litter and waste will be properly removed and disposed of and the operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12). The floors, ceilings and walls will be constructed in a way that allows them to be adequately cleaned and in good repair. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition in compliance with 935 CMR 500.105(3)(b)(9). All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.

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

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

Environmental media will be tested in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Department of Public Health pursuant to 935 CMR 500.160(1). All testing results will be maintained by CL for no less than one year in accordance with 935 CMR 500.160(3). Samples that pass testing will be packaged for use or utilized in MIPs.

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

Qualifications and Training

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

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

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

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

Personnel Policies Summary

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

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

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

CL will maintain records of compliance with all training requirements pursuant to 935 CMR 500.105(2). The records will be maintained for four years and CL will make the records available for inspection upon request. All of our employees who are agents of the adult use marijuana establishment and the MTC at our CMO location will receive the training required for each license under which the agent is registered, including, without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require such an agent to participate in more than 8 hours of training.

All CL policies will include a staffing plan and corresponding records in compliance with 935 CMR 500.105(1)(i) and ensure that all employees are aware of the alcohol, smoke, and drug-free workplace policies in accordance with 935 CMR 500.105(1)(k). CL will also implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(l). CL will enforce a policy for the immediate dismissal of agents for prohibited offenses including but not limited to diversion of marijuana, unsafe practices, or a conviction or guilty pleas for a felony charge of distribution to a minor according to 935 CMR 105(1)(m).

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

Record Keeping Procedure

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

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

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

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

Diversity Plan

I. Intent

Castle Leaf, LLC (“CL”) is committed to creating a diverse workforce by utilizing hiring practices that do not discriminate against women, minorities, veterans, persons with disabilities and LGBTQ+ individuals. Furthermore, it is our belief that the more diverse and inclusive our team is the more successful CL will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences, and cultures.

II. Purpose

CL’s Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company.

CL’s Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure we are able to reach our goals described below. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands.

Any actions taken, or programs instituted, by CL will not violate the Cannabis Control Commission’s regulations with respect to limitations on ownership or control or other applicable state laws or regulations.

III. Proposed Initiatives, Goals and Metrics

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

Proposed Initiative: As part of its hiring plan, CL will seek to hire a workforce that is made up of at least 50% women and 25% described as minorities, 10% veterans, people with 5% disabilities, and 10% LGBTQ+ individuals with a goal to increase the number of individuals falling into these demographics working in the establishment. Hiring opportunities will be posted as needed to fulfill the company’s hiring needs. To achieve this goal, CL will:

- Create gender-neutral job descriptions;
- Post hiring needs in a variety of web-based recruitment platforms such as indeed.com;
- Attend community group meetings in and around Boston, at least two annually, to introduce CL and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry.

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

Metrics and Evaluation: CL will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. CL will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of CL. CL will assess and review its progress within a year of receiving its Final License from the Cannabis Control Commission for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, CL will be able to demonstrate to the Commission the success of this initiative. The progress or success will be documented one year from provisional licensure.

GOAL 2: Ensure that participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry. CL's goal will be to achieve 25% of our supply chain and ancillary services are owned and/or employ diverse demographics.

Proposed Initiative: To accomplish this goal, CL will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; 5% women, 5% minorities, 5% veterans, 5% people with disabilities, and 5% LGBTQ+ individuals. (Herein referred to as Plan Populations).

Metrics and Evaluation: CL will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of services and members of its supply chain who meet this requirement. CL will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the Plan Populations and give supplier contractor priority to these businesses. In order to target a diverse supplier base, CL will post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com and attend community group meetings, at least two annually, to introduce CL and address the existing hiring needs to attract a diverse array of suppliers. CL will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. During its engagement with community groups and leaders referenced in Goal 1, CL will further identify ways in which to attract diverse supply chain candidates that may not otherwise be aware of employment opportunities with CL. CL's goal will be to work with at least 25% of businesses who identify as one of the Plan Populations throughout its supply chain and services. CL will assess these percentages annually and will be able to demonstrate and document to the Commission the progress or success will be documented one year from provisional licensure.

IV. Conclusion

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