



Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: D0100163
Original Issued Date: 11/09/2023
Issued Date: 11/09/2023
Expiration Date: 11/09/2024

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: Finest Trees LLC

Phone Number: 774-303-9860 Email Address: yarniepm@gmail.com

Business Address 1: 34-36 Harrington Avenue Business Address 2:

Business City: Shrewsbury Business State: MA Business Zip Code: 01545

Mailing Address 1: 34-36 Harrington Avenue Mailing Address 2:

Mailing City: Shrewsbury Mailing State: MA Mailing Zip Code: 01545

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51

Percentage Of Control:

51

Role: Owner / Partner

Other Role: Manager

First Name: Daniel

Last Name: Yarnie

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49 Percentage Of Control: 49

Role: Owner / Partner

Other Role: Manager

First Name: Rebecca

Last Name: Yarnie

Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Date generated: 12/05/2023

Page: 1 of 5

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Yarnie Property Management LLC **Entity DBA:**
Email: yarniepm@gmail.com **Phone:** 774-303-9860
Address 1: 37 West Millbury Road **Address 2:**
City: Sutton **State:** MA **Zip Code:** 01590
Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** \$4000 **Percentage of Initial Capital:** 100
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Daniel **Last Name:** Yarnie **Suffix:**
Marijuana Establishment Name: Finest Trees LLC **Business Type:** Other
Marijuana Establishment City: Shrewsbury **Marijuana Establishment State:**
MA

Individual 2

First Name: Rebecca **Last Name:** Yarnie **Suffix:**
Marijuana Establishment Name: Finest Trees LLC **Business Type:** Other
Marijuana Establishment City: Shrewsbury **Marijuana Establishment State:**
MA

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 34-36 Harrington Avenue **Establishment Address 2:**
Establishment City: Shrewsbury **Establishment Zip Code:** 01545
Approximate square footage of the establishment: 1000 **How many abutters does this property have?:** 24
Have all property abutters been notified of the intent to open a Marijuana Courier Licensee at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Finest Trees _ Plan to Remain Compliant with Local Bylaws (Shrewsbury).pdf	pdf	62b48e149ff11700081dedee	06/23/2022
Community Outreach Meeting Documentation	Finest Trees LLC - Community Outreach Meeting Documentation.pdf	pdf	639b63baa0fd020008de2029	12/15/2022
Certification of Host Community Agreement	Finest Trees LLC - HCA Certification.pdf	pdf	63c81594ae78640008383105	01/18/2023

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	Finest Trees_Positive Impact Plan.pdf	pdf	64592dd09c23790008b5b2ed	05/08/2023

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: Manager
First Name: Daniel Last Name: Yarnie Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 2

Role: Owner / Partner Other Role: Manager
First Name: Rebecca Last Name: Yarnie Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify) Other Role: Capital Contributor
Entity Legal Name: Yarnie Property Management LLC Entity DBA:
Entity Description: Massachusetts limited liability company
Phone: 774-303-9860 Email: yarniepm@gmail.com
Primary Business Address 1: 37 West Millbury Road Primary Business Address 2:
Primary Business City: Sutton Primary Business State: MA Principal Business Zip Code: 01590
Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Finest Trees LLC_DUA Attestation (exec).pdf	pdf	62b4c6119ff11700081eae fb	06/23/2022
Department of Revenue - Certificate of Good standing	Finest Trees - DOR Certificate of Good Standing.pdf	pdf	63c81839afc981000811d82c	01/18/2023
Secretary of Commonwealth - Certificate of Good Standing	Finest Trees_SOC CoGS 1.17.23.pdf	pdf	63ce9068a6f09f00085b6545	01/23/2023

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Finest Trees LLC - Certificate of Organization.pdf	pdf	62b4cdb69ff11700081ebd60	06/23/2022
Bylaws	Finest Trees LLC - Operating Agreement.pdf	pdf	63e1455ca8e27500071bb8fb	02/06/2023

Massachusetts Business Identification Number: 001542270

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Finest Trees LLC _ Business Plan.pdf	pdf	61bba5c5bf093f460253e607	12/16/2021
Plan for Liability Insurance	Finest Trees_Plan for Obtaining Liability Insurance (C).pdf	pdf	61bba5f8d3dd284475be2d4e	12/16/2021
Proposed Timeline	Finest Trees LLC_Proposed Timeline.pdf	pdf	63e57b7535eb06000886a546	02/09/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Finest Trees_Security Plan (C).pdf	pdf	6197e0b4d5b18b31d599ab08	11/19/2021
Prevention of diversion	Finest Trees_Prevention of Diversion (C).pdf	pdf	6197e0db86cf8531b41a9847	11/19/2021
Storage of marijuana	Finest Trees_Storage Plan (C).pdf	pdf	6197e261d5b18b31d599ab1e	11/19/2021
Transportation of marijuana	Finest Trees_Transportation Plan (C).pdf	pdf	6197e2626155aa37c425aa39	11/19/2021
Inventory procedures	Finest Trees_Inventory Plan (C).pdf	pdf	6197e263084df83201bff72e	11/19/2021
Quality control and testing procedures	Finest Trees_Quality Control and Testing (C).pdf	pdf	6197e2657f037d37d69c02a2	11/19/2021
Personnel policies	Finest Trees_Personnel Policies Including Background Checks (C).pdf	pdf	6197e27ed5b18b31d599ab22	11/19/2021
Delivery procedures (pursuant to 935 CMR 500.145)	Finest Trees_Delivery Plan(C).pdf	pdf	6197e27e3982c731eb1cc794	11/19/2021
Dispensing procedures;inactive	Finest Trees_Dispensing Procedures (C).pdf	pdf	6197e28444662a31f28962c1	11/19/2021
Record-keeping procedures	Finest Trees_Recordkeeping (C).pdf	pdf	6197e289084df83201bff736	11/19/2021
Maintenance of financial records	Finest Trees_Maintaining of Financial Records (C).pdf	pdf	6197e29b86cf8531b41a986a	11/19/2021
Qualifications and training	Finest Trees_Qualifications and Training (C).pdf	pdf	6197e2df7f037d37d69c02b3	11/19/2021
Energy Compliance Plan	Finest Trees_Energy Compliance (C).pdf	pdf	6197e2ed6155aa37c425aa53	11/19/2021
Diversity plan	Finest Trees LLC - Diversity Plan.pdf	pdf	64371d422c9c310008c0c0d3	04/12/2023

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Date generated: 12/05/2023

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

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.:

AGREEMENTS WITH MARIJUANA RETAILERS

No records found

MARIJUANA RETAILER AGREEMENT DOCUMENTATION

No documents uploaded

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

PLAN TO REMAIN COMPLIANT WITH LOCAL BYLAWS

Finest Trees LLC (“Finest Trees”) will remain compliant at all times with the requirements set forth in the Town of Shrewsbury Bylaws applicable to Finest Tree’s Marijuana Courier Establishment located at 34-36 Harrington Avenue. In accordance with the Zoning Bylaw, the proposed business is located in the Town’s Lakeway Overlay District and the Commercial Business Zoning District and is properly zoned for a Marijuana Courier business.

In compliance with 935 CMR 500.110(3) and the Zoning Bylaw, the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, a daycare, public library, public playground or park.

As required by the Zoning Bylaw, Finest Trees will apply for a Special Permit for the marijuana use and Site Plan Review Approval from the Shrewsbury Planning Board. The Special Permit shall lapse if the use or construction has not commenced, except for good cause, within two years of the date the Special Permit is granted.

Finest Trees will apply for a Building Permit prior to commencing construction and a Certificate of Occupancy prior to commencing operations. Finest Trees will comply with all conditions and standards set forth in any local permit or approval required to operate a Marijuana Courier at Finest Trees’ proposed location.

Finest Trees has already attended several meetings with various municipal officials and boards to discuss its plans for a proposed Marijuana Courier and will execute a Host Community Agreement with the Town. Finest Trees will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Finest Trees’ Marijuana Courier remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.



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): 12/8/2022
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:

11/18/22

b. Name of publication:

Worcester Telegram and
Gazette

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:

11/29/22

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:

11/29/2022

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - 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.



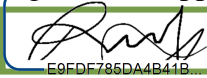
Name of applicant:

Finest Trees, LLC

Name of applicant's authorized representative:

Rebecca Yarnie

Signature of applicant's authorized representative:


E0FDF785DA4B41B...

There were 11 attendees.

https://us02web.zoom.us/rec/share/UOZJs-eTnpXWSYIdDaK-UqQQBYTietkU433n_kPWMSHrTRZGCPlKiyxfotjlmIP3.rzegOrJCVdBNouPb

Passcode: 21Zn5%63

From: Kevin Mizikar <kmizikar@shrewsburyma.gov>
Sent: Monday, November 14, 2022 9:21 AM
To: David Ullian <david@vicentesederberg.com>
Cc: Bridgette Nikisher <b.nikisher@vicentesederberg.com>
Subject: Re: Finest Trees LLC - Virtual Community Outreach Meeting

Hi David,

Yes, that is acceptable.

Also, the Town has no objections to the Host Community Agreement that you provided. Would you be available to return to the Select Board Meeting for formal adoption on December 6 or December 20? No presentation would be required and likely the Board would not have any questions but I would not want to hold the process up if they do have a question and you weren't there.

Thank you,

Kevin J. Mizikar
Town Manager
Town of Shrewsbury
Richard D. Carney Municipal Office Building
100 Maple Avenue
Shrewsbury, MA 01545
KMizikar@ShrewsburyMA.gov
508-841-8508

On Mon, Nov 14, 2022 at 9:04 AM David Ullian <david@vicentesederberg.com> wrote:

Good morning Kevin,

I am working with Finest Trees LLC to coordinate the required Community Outreach Meeting, and in accordance with the Cannabis Control Commission's requirements, I am reaching out to request approval from the Town of Shrewsbury to hold a virtual Community Outreach Meeting.

Please confirm at your earliest convenience if it is acceptable to the Town of Shrewsbury for Finest Trees LLC to hold a virtual Community Outreach Meeting.

Thank you, and I look forward to hearing from you soon.

Please

Regards,

David

David M. Ullian
Counsel

Vicente Sederberg LLP

[Prudential Tower](#)

[800 Boylston Street, 26th Floor](#)
[Boston, MA 02199](#)

Main: 617-934-2121

Direct: 617-752-7148

David@VicenteSederberg.com

VicenteSederberg.com

[Disclaimer](#)



Govt Public Notices

Witness : Judith Fabricant, Esquire, Chief Justice of the Superior Court at Worcester, Massachusetts, this 2nd day of November, 2022.
Dennis P. McManus
Clerk of Courts
Assistant Clerk
November 18, 2022

Notice To Creditors

**Commonwealth of Massachusetts
The Trial Court
Probate and Family Court**

Docket No. WO22P3848EA

Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608
(508) 831 2200

CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of: Peter B Mullen
Also known as: Peter Mullen
Date of Death : 09/05/2022

To all interested persons: A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by: Linda P Rogers of Castle Rock, CO requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that: Luke P Travis of Fall River, MA be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in an unsupervised administration.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 12/13/2022.
This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Leilah A Keamy, First Justice of this Court.

Date: November 09, 2022
Stephanie K. Fattman,
Register of Probate
11/18/2022

Public Notices

NOTICE OF COMMUNITY OUTREACH MEETING
Notice is hereby given that Finest Trees LLC will hold a Virtual Community Outreach Meeting on **December 8, 2022** at 6:00 PM to discuss the proposed siting of an Adult Use Marijuana Courier to be located at 34 36 Harrington Avenue in Shrewsbury.
Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing david@vicentesederberg.com
Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing david@vicentesederberg.com or asked during the meeting.

Join Zoom Meeting: <https://us02web.zoom.us/j/81370667768>
Zoom Meeting Telephone Dial In: 1 646 558 8656; Meet ing ID: 81370667768#

11/18/2022

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE
By virtue and in execution of the Power of Sale contained in a certain mortgage given by Kenneth A. Howe to Mortgage Electronic Registration Systems, Inc., as nominee for Country Bank for Savings, dated February 12, 2009 and recorded in the Worcester County (Worcester District) Registry of Deeds in Book 43812, Page 278, of which mortgage the undersigned is the present holder, by assignment from: Mortgage Electronic Registration Systems, Inc., as nominee for Country Bank for Savings, recorded on September 25, 2015, in Book No. 54345, at Page 316 for breach of the conditions

Public Notices

of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 4:00 PM on December 2, 2022, on the mortgaged premises located at 57 Old Wine Road, New Brain tree, Worcester County, Massachusetts, all and singular the premises described in said mortgage,
TO WIT:
The land in New Braintree, Worcester County Massachusetts commonly known as Old Wine Road being shown as Lot 2 on a Plan entitled "Plan Showing Subdivision of Land owned by Charles. F. Howe, New Braintree, Mass., Scale 1" = 60 feet" dated October 1982, drawn by Richard F. DePalco and Donald J. Murray, Surveyors and recorded in the Worcester District Registry of Deeds in Plan Book 503, Plan 56 more particularly bounded and described as follows: BEGINNING at a stake in the west line of Old Wine Road in the town of New Brain tree, MA said stake being south of the intersection of Wine Road and Old Wine Road, a distance of 16.23 feet on a bearing of South 9° 14' 25" East, at the northeast corner of Lot 1; THENCE by the west line of Old Wine Road, South 9° 14' 25" East, a distance of 250.00 feet to a stake at the northwest corner of Lot 3; THENCE by the west line of Lot 3, South 42° 01' 54" West, a distance of 1,153.00 feet to a stake in a wall at land now or formerly of Reynolds; THENCE by said wall North 12° 33' 45" East a distance of 98.56 feet to a stake in the wall at the southeast corner of Lot 1; THENCE by the east line of Lot 1, North 35° 16' 28" East, a distance of 639.50 feet to a stake in the east line of Lot 1; THENCE by the east line of Lot 1, North 35° 07' 28" East, a distance of 592.85 feet to the place of beginning. Said parcel containing a calculated area of 135,316 square feet, more or less.
For mortgagor's(s') title see deed recorded with Worcester County (Worcester District) Registry of Deeds in Book 43094, Page 139.
These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.
TERMS OF SALE:
A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461 0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication. Other terms, if any, to be announced at the sale.
COUNTRY BANK FOR SAVINGS
Present holder of said mortgage
By its Attorneys,
HARMON LAW OFFICES, P.C.
150 California St.
Newton, MA 02458
(617) 558 0500
22087
November 4, 11, 18, 2022

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Docket No. WO22C0468CA

Worcester Probate and Family Court
225 Main Street,
Worcester, MA 01608
(508) 831 2200

CITATION ON PETITION TO CHANGE NAME

In the matter of:
Meredith Lynn Dooley

A Petition to Change Name of Adult has been filed by Meredith Lynn Dooley of Worcester MA, requesting that the court enter a Decree changing their name to: Meredith Moga Dooley

IMPORTANT NOTICE
Any person may appear for purposes of objecting to the petition by filing an appearance at: Worcester Probate and Family Court before 10:00 a.m. on the return day of 12/13/2022. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.
Witness, Hon. Leilah A. Keamy, First Justice of this Court
Date: November 9, 2022
Stephanie K. Fattman,
Register of Probate
November 18, 2022

CARE AND PROTECTION, TERMINATION OF PARENTAL RIGHTS, SUMMONS BY PUBLICATION, DOCKET NUMBER: 20CP0399WC, Trial Court of Massachusetts, Juvenile Court Department, COMMONWEALTH OF MASSACHUSETTS, Worcester County Juvenile Court, 225 Main Street, Worcester, MA 01608 TO: Shawn Johnson and/or any unknown/unnamed father of Alaiya Rose Morales: A petition has been presented to this court by DCF (Worces

Public Notices

ter) seeking, as to the following child, Alaiya Morales that said child be found in need of care and protection and committed to the Department of Children and Families. The court may dispense the rights of the person(s) named herein to receive notice of or to consent to any legal proceeding affecting the adoption, custody, or guardianship or any other disposition of the child named herein, if it finds that the child is in need of care and protection and that the best interests of the child would be served by said disposition.
You are hereby ORDERED to appear in this court, at the court address set forth above, on the following date and time: 12/15/2022 at 09:00 AM Pre Trial Conference (CR/CV)
You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you.
If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter.
For further information call the Office of the Clerk Magistrate at (508) 831 2000.
WITNESS: Hon. Carol A. Erskine,
FIRST JUSTICE, Brendan J. Moran, Clerk Magistrate,
DATE ISSUED: 11/09/2022

**TOWN OF DOUGLAS CONSERVATION COMMISSION
29 DEPOT STREET, DOUGLAS, MA 01516
LEGAL NOTICE FOR PUBLIC MEETING
REQUEST FOR DETERMINATION OF APPLICABILITY***
THE TOWN OF DOUGLAS CONSERVATION COMMISSION WILL HOLD A PUBLIC MEETING FOR MaryBeth Mellon ON November 7th, 2022 at 7PM. IN THE MUNICIPAL CENTER, 29 DEPOT STREET, FOR WORK TO BE DONE PURSUANT TO THE TOWN OF DOUGLAS WETLAND BYLAW AND THE WETLAND PROTECTION ACT MGL CHAPTER 131, SECTION 40. THE PROPOSED REQUEST FOR DETERMINATION OF APPLICABILITY WORK LOCATION IS 209 SW Main St AND THE APPLICANT IS REQUESTING PERMISSION TO remove 2 dead/hazardous trees. Public Participation will be available by attending the meeting at the Town of Douglas Municipal Center located at 29 Depot Street, Douglas MA, or pursuant to Governor Baker's June 16, 2021 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18. The public may participate in this meeting via Remote Participation: A website for the meeting will be provided on the Conservation Agenda posted on the Town's website <https://www.douglas.ma.gov/> at least 48 hours prior to the meeting. Copies of the RDA may be examined electronically by contacting the Conservation Commission at 508 476 4000 x205
11/18/22

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Docket No. WO22P3827GD
Worcester Probate and Family Court
225 Main Street,
Worcester, MA 01608
CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF GUARDIAN FOR INCAPACITATED PERSON PURSUANT TO G.L. c. 190B, §5-304

In the matter of: James F. Carmody
Of: Shrewsbury, MA
RESPONDENT
Alleged Incapacitated Person
To the named Respondent and all other interested persons, a petition has been filed by Arthur R. Carmody of Worcester, MA in the above captioned matter alleging that James F. Carmody is in need of a Guardian and requesting that Arthur R. Carmody of Worcester, MA, Cornelius J. Carmody of Worcester, MA, and Mary E. Carmody of Framingham, MA (or some other suitable person) be appointed as Guardian to serve Without Surety on the bond.
The petition asks the court to determine that the Respondent is incapacitated, that the appointment of a Guardian is necessary, and that the proposed Guardian is appropriate. The petition is on file with this court and may contain a request for certain specific authority.
You have the right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M. on the return date of 12/13/2022. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.
IMPORTANT NOTICE
The outcome of this proceeding may limit or completely take away the above named person's right to make decisions about personal affairs or financial affairs or both. The above named person has

Public Notices

the right to ask for a lawyer. Anyone may make this request on behalf of the above named person. If the above named person cannot afford a lawyer, one may be appointed at State expense.
WITNESS, Hon. Leilah A. Keamy, First Justice of this Court.
Date: November 08, 2022
Stephanie K. Fattman,
Register of Probate
11/18/2022

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Docket No. WO22P3896PM
CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF CONSERVATOR OR OTHER PROTECTIVE ORDER PURSUANT TO G.L. c. 190B, § 5-304 & § 5-405

In the matter of: Mary R. Richard
Of: Worcester, MA
RESPONDENT (Person to be Protected/Minor)
To the named Respondent and all other interested persons, a petition has been filed by St. Mary's Health Care of Worcester, MA in the above captioned matter alleging that Mary R. Richard is in need of a Conservator or other protective order and requesting that Denise M. Leveillee of Worcester, MA (or some other suitable person) be appointed as Conservator to serve Without Surety on the bond. The petition asks the court to determine that the Respondent is disabled, that a protective order or appointment of a Conservator is necessary, and that the proposed conservator is appropriate. The petition is on file with this court. You have the right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M. on the return date of 12/20/2022. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.
IMPORTANT NOTICE
The outcome of this proceeding may limit or completely take away the above named person's right to make decisions about personal affairs or financial affairs or both. The above named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above named person. If the above named person cannot afford a lawyer, one may be appointed at State expense.
WITNESS, Hon. Leilah A. Keamy, First Justice of this Court.
Date: November 14, 2022
Stephanie K. Fattman,
Register of Probate
November 18, 2022

**Commonwealth of Massachusetts
The Trial Court
Probate and Family Court**

Docket No. WO22C0549CA

Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608
(508) 831 2200

CITATION ON PETITION TO CHANGE NAME

In the matter of: Jean Antone Murphy

A petition to Change Name of Adult has been filed by Jean Antone Murphy of Sutton, MA requesting that the court enter a Decree changing their name to: Jean Antone Murphy

IMPORTANT NOTICE
Any person may appear for purposes of objecting to the petition by filing an appearance at: Worcester Probate and Family Court before 10:00 a.m. on the return day of 12/13/2022.
This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.

WITNESS, Hon. Leilah A. Keamy, First Justice of this Court.

Date: November 14, 2022
Stephanie K. Fattman,
Register of Probate
11/18/2022

**WESTBOROUGH SCHOOL COMMITTEE
NOTICE OF PUBLIC BUDGET HEARING**
The Westborough School Committee will be holding a Public Budget Hearing on Wednesday, November 30, 2022 at 6:15pm at the Forbes Municipal Building, 2nd Floor Great Hall, 45 West Main St., Westborough, MA 01581.
11/3/2022 11/20/2022

NOTICE
The Massachusetts State Lottery Commission (MSLC) will offer a KENO monitor to display the game to duly qualified existing KENO To Go Agent(s), as listed below:

**WESTBORO SHELL
27 E MAIN ST
WESTBORO, MA, 01581**

If you object to these agent(s) receiving a monitor, you must do so, in writing, within twenty one (21)

Public Notices

days of receipt of this letter. If applicable, please address your written objection to the Massachusetts State Lottery Commission, Legal Department, 150 Mount Vernon Street, Dorchester, MA 02125 and send via email to cporsche@masslottery.com or by mail. Should you have any questions regarding this program or any other issues relative to the Lottery, please call the Lottery's General Counsel, Greg Pollin, at 781 917 6057 or via email at gpollin@masslottery.com. We look forward to working with you as the Lottery continues its efforts to support the 351 cities and towns of the Commonwealth.
November 18, 2022

Summons

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Docket No. WO21D1861DR
Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608
DIVORCE SUMMONS BY PUBLICATION AND MAILING
Anthony E Reis
vs. Kimberly Reis
To the Defendant:
The Plaintiff has filed a Complaint for Divorce requesting that the Court grant a divorce for Irretrievable Breakdown. The Complaint is on file at the Court.
An Automatic Restraining Order has been entered in this matter preventing you from taking any action which would negatively impact the current financial status of either party. SEE Supplemental Probate Court Rule 411.
You are hereby summoned and required to serve upon: Anthony E Reis, 32 Crosby Street, Apt 3, Webster, MA 01570 your answer, if any, on or before 12/06/2022. If you fail to do so, the court will proceed to the hearing and adjudication of this action. You are also required to file a copy of your answer, if any, in the office of the Register of this Court.
WITNESS, Hon. Leilah A. Keamy, First Justice of this Court.
Date: September 16, 2022
Stephanie K. Fattman,
Register of Probate Court
November 18, 2022

CARE AND PROTECTION, TERMINATION OF PARENTAL RIGHTS, SUMMONS BY PUBLICATION, DOCKET NUMBER: 21CP0338WC, Trial Court of Massachusetts, Juvenile Court Department, COMMONWEALTH OF MASSACHUSETTS, Worcester County Juvenile Court, 225 Main Street, Worcester, MA 01608 TO: Amanda Maureen Montalvo: A petition has been presented to this court by DCF (Worcester) seeking, as to the following child, Angelina Montalvo that said child be found in need of care and protection and committed to the Department of Children and Families. The court may dispense the rights of the person(s) named herein to receive notice of or to consent to any legal proceeding affecting the adoption, custody, or guardianship or any other disposition of the child named herein, if it finds that the child is in need of care and protection and that the best interests of the child would be served by said disposition.
You are hereby ORDERED to appear in this court, at the court address set forth above, on the following date and time: 02/28/2023 at 09:00 AM Pre Trial Conference (CR/CV)
You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you.
If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter.
For further information call the Office of the Clerk Magistrate at (508) 831 2000.
WITNESS: Hon. Carol A. Erskine, FIRST JUSTICE, Brendan J. Moran, Clerk Magistrate, DATE ISSUED: 11/08/2022
11/18, 11/21 & 11/28/2022

Turn your dust into dollars by placing a CLASSIFIED ad!

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computers • boats sports • equipment • pets
instruments • jewelry • furniture • auctions
collectibles • jobs • appliances
yard sales • tablets • cameras • coins

BUY IT

SELL IT

Place your classified ad today!

From: [Bridgette Nikisher](#)
To: ["clerk@shrewsburyma.gov"](#); ["sthomas@shrewsburyma.gov"](#)
Cc: [David Ullian](#)
Subject: Notice of Community Outreach Meeting - Finest Trees LLC
Date: Tuesday, November 29, 2022 3:03:28 PM
Attachments: [image001.png](#)
[image003.png](#)
[Finest Trees LLC - Community Outreach Notice \(December 2022\).pdf](#)
[image002.png](#)

Good afternoon,

On behalf of Finest Trees LLC, please find attached a notice of a Community Outreach Meeting for a proposed Marijuana Courier establishment.

Please confirm receipt.

Thank you, and do not hesitate to reach out with any questions.

Bridgette Nikisher
Strategic Affairs Specialist
She/Her/Hers

Vicente Sederberg LLP
Cell: 914-483-8836
Direct: 917-398-0685
b.nikisher@victentesederberg.com
VicenteSederberg.com
[Confidentiality Notice](#)



From: [Taylor Galusha](#)
To: [Bridgette Nikisher](#)
Subject: Re: Notice of Community Outreach Meeting - Finest Trees LLC
Date: Tuesday, November 29, 2022 4:07:52 PM
Attachments: [image003.png](#)
[image004.png](#)

Thank you for contacting the Select Board. This message serves as confirmation receipt of your e-mail which will be added as correspondence to be reviewed by the Board at their next scheduled meeting.

On Tue, Nov 29, 2022 at 3:03 PM 'Bridgette Nikisher' via Selectboard
<selectboard@shrewsburyma.gov> wrote:

Good afternoon,

On behalf of Finest Trees LLC, please find attached a notice of a Community Outreach Meeting for a proposed Marijuana Courier establishment.

Please confirm receipt.

Thank you, and do not hesitate to reach out with any questions.

Bridgette Nikisher

Strategic Affairs Specialist

She/Her/Hers

Vicente Sederberg LLP

Cell: 914-483-8836

Direct: 917-398-0685

b.nikisher@vicentesederberg.com

VicenteSederberg.com

[Confidentiality Notice](#)



Vicente Sederberg LLP

--

Taylor Galusha

Principal Department Assistant

Office of the Select Board and Town Manager

Town of Shrewsbury

100 Maple Ave

Shrewsbury, MA 01545

tgalusha@shrewsburyma.gov

508-841-8580

From: [Kevin Mizikar](#)
To: [Bridgette Nikisher](#)
Cc: klas@shrewsburyma.gov; [David Ullian](#)
Subject: Re: Notice of Community Outreach Meeting - Finest Trees LLC
Date: Tuesday, November 29, 2022 3:06:29 PM
Attachments: [image003.png](#)
[image004.png](#)

Confirming both emails to the Town today.

Kevin J. Mizikar

Town Manager
Town of Shrewsbury
Richard D. Carney Municipal Office Building
100 Maple Avenue
Shrewsbury, MA 01545
KMizikar@ShrewsburyMA.gov
508-841-8508

On Tue, Nov 29, 2022 at 3:03 PM Bridgette Nikisher <b.nikisher@vicentesederberg.com> wrote:

Good afternoon,

On behalf of Finest Trees LLC, please find attached a notice of a Community Outreach Meeting for a proposed Marijuana Courier establishment.

Please confirm receipt.

Thank you, and do not hesitate to reach out with any questions.

Bridgette Nikisher

Strategic Affairs Specialist

She/Her/Hers

Vicente Sederberg LLP

Cell: 914-483-8836

Direct: 917-398-0685

b.nikisher@vicentesederberg.com

VicenteSederberg.com
[Confidentiality Notice](#)



NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Finest Trees LLC will hold a Virtual Community Outreach Meeting on **December 8, 2022** at 6:00 PM to discuss the proposed siting of an Adult Use Marijuana Courier to be located at 34-36 Harrington Avenue in Shrewsbury.

Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.* A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing david@vicesederberg.com

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing david@vicesederberg.com or asked during the meeting.

--

Join Zoom Meeting: <https://us02web.zoom.us/j/81370667768>

Zoom Meeting Telephone Dial In: 1-646-558-8656; Meeting ID: 81370667768#

From: [Bridgette Nikisher](#)
To: ["planning@shrewsburyma.gov"](mailto:planning@shrewsburyma.gov)
Cc: [David Ullian](#)
Subject: Notice of Community Outreach Meeting - Finest Trees LLC
Date: Tuesday, November 29, 2022 3:02:59 PM
Attachments: [image001.png](#)
[image003.png](#)
[Finest Trees LLC - Community Outreach Notice \(December 2022\).pdf](#)
[image004.png](#)
[image002.png](#)
[image002.png](#)

Good afternoon,

On behalf of Finest Trees LLC, please find attached a notice of a Community Outreach Meeting for a proposed Marijuana Courier establishment.

Please confirm receipt.

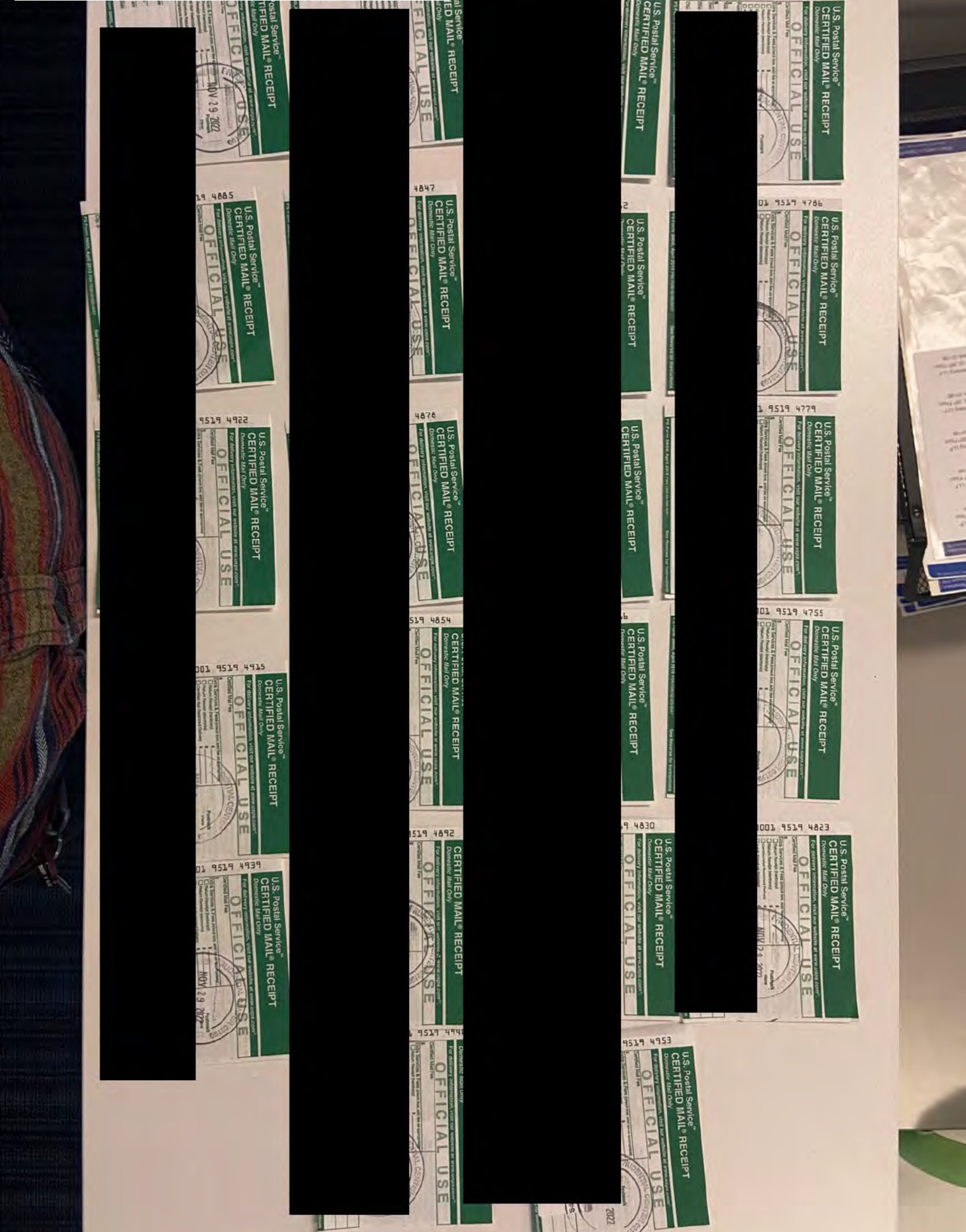
Thank you, and do not hesitate to reach out with any questions.

Bridgette Nikisher
Strategic Affairs Specialist
She/Her/Hers

Vicente Sederberg LLP
Cell: 914-483-8836
Direct: 917-398-0685
b.nikisher@vicesederberg.com
VicenteSederberg.com
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Vicente Sederberg LLP



NOTICE OF COMMUNITY OUTREACH MEETING

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Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.* A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing david@vicesederberg.com

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing david@vicesederberg.com or asked during the meeting.

--

Join Zoom Meeting: <https://us02web.zoom.us/j/81370667768>

Zoom Meeting Telephone Dial In: 1-646-558-8656; Meeting ID: 81370667768#

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:

Finest Trees LLC

2. Name of applicant's authorized representative:

Daniel Yarnie

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Shrewsbury

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

LEVIN J MIZIKAR



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



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

kmizikar@shrewsbury.ma.gov

8. Host community agreement execution date:

DECEMBER 20, 2022



PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Statement of Purpose

Finest Trees LLC (“Finest Trees”) believes strongly in positively impacting individuals from communities that have been disproportionately harmed by the war on drugs in the Commonwealth of Massachusetts. To this end, Finest Trees has created this Positive Impact Plan that prioritizes residents of the following Commission-designated census tracts in Worcester and contributes monetary resources to a local non-profit organization that serves vulnerable individuals in those census tracts:

- Census Tract 7302 (730200);
- Census Tract 7305 (730500);
- Census Tract 7310.02 (731002);
- Census Tract 7312.03 (731203);
- Census Tract 7312.04 (731204);
- Census Tract 7313 (731300);
- Census Tract 7314 (731400);
- Census Tract 7315 (731500);
- Census Tract 7317 (731700);
- Census Tract 7318 (731800);
- Census Tract 7320.01 (732001);
- Census Tract 7323.02 (732302);
- Census Tract 7324 (732400);
- Census Tract 7327 (732700); and
- Census Tract 7330 (733000).

Goals

For Finest Trees to positively impact past or present residents of the above-referenced census tracts in Worcester, Finest Trees has established the following goals:

- Hold and/or participate no less than bi-annually (two times a year) in clothing, food, or supplies drives geared towards populations and communities within the above-referenced census tracts in the City of Worcester; and
- Make annual monetary donations to Genesis Club, which is an organization based in Worcester that provides its members with access to meaningful employment, healthy lifestyles, safe housing, and education and helps them find genuine belonging, friendships, and purpose.

Programs

Finest Trees has developed specific programs to effectuate its stated goals to positively impact past or present residents of the above-referenced census tracts in Worcester, MA. Such programs will include the following:

- Clothing, food, and/or supplies drives for Worcester residents (within the above-referenced Commission-identified census tracts). These drives will be advertised on our social media platforms (including Facebook). Finest Trees will solicit donations from customers, employees, and individuals within the community. Food and clothing drives

for non-monetary donations will be made to local food bank and charitable clothing services.

- Once the company is profitable, make annual monetary donations in the amount of no less than \$1,500.00 to Genesis Club to support services and programs focused on residents of Worcester.

Measurements

Finest Trees Management will administer the Plan and will be responsible for developing measurable outcomes to ensure Finest Trees continues to meet its commitments. Such measurable outcomes, in accordance with Finest Trees' goals and programs described above, include:

- Documenting the results and items received from all clothing, food, or supplies drives.
- Documentation of advertisements placed in the Worcester Sun, Worcester Telegram & Gazette, social media platforms, and other diverse publications for the above-mentioned drives.
- Documenting frequency and types of donations made to the Genesis Club of Worcester, Massachusetts.

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

Acknowledgements

- As identified above, Finest Trees intends to donate to the Genesis Club and acknowledges that the Genesis Club has been contacted and will receive the donation described herein. A letter from the Genesis Club confirming the company's intended charitable contribution is included with this Plan.
- Finest Trees will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Finest Trees will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



Genesis Club, Inc.

274 Lincoln St. Worcester, MA 01605
(508) 831-0100 Fax (508) 425-3985
www.genesisclub.org training@genesisclub.org

June 14, 2022

Board of Directors

Officers

President

Jeffrey Gopin

Vice President

Kathie Metzger

Secretary

William Beck

Treasurer

Jeffrey Hall

Officers at Large

Robert Bureau

Walter Cunningham

Patrice Muchowski, Sc.D.

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Lisa Casillo

Patricia Forts

Jeffrey Geller, M.D.

Olivia Hatch

Thomas D. Manning

Truong Vo

Executive Director

Lisa Ann Brennan

Program Director

Ruth Osterman

Rebecca Yarnie
Finest Trees, LLC.

34-36 Harrington Avenue
Shrewsbury, MA 01545

Dear Rebecca,

It was great speaking with you about your interest in supporting Genesis Club. We would be pleased to receive donations from Finest Trees, LLC.

Thank you again for inquiring about supporting Genesis Club.

With warm regards,

Lisa Brennan
Executive Director



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001542270

1. The exact name of the limited liability company is: FINEST TREES LLC

2a. Location of its principal office:

No. and Street: 34-36 HARRINGTON AVENUE
 City or Town: SHREWSBURY State: MA Zip: 01545 Country: USA

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

No. and Street: 34-36 HARRINGTON AVENUE
 City or Town: SHREWSBURY State: MA Zip: 01545 Country: USA

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

THE LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CCC

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: DANIEL YARNIE
 No. and Street: 34-36 HARRINGTON AVENUE
 City or Town: SHREWSBURY State: MA Zip: 01545 Country: USA

I, DANIEL YARNIE resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DANIEL YARNIE	34-36 HARRINGTON AVENUE SHREWSBURY, MA 01545 USA
MANAGER	REBECCA YARNIE	34-36 HARRINGTON AVENUE SHREWSBURY, MA 01545 USA

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

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

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

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

9. Additional matters:

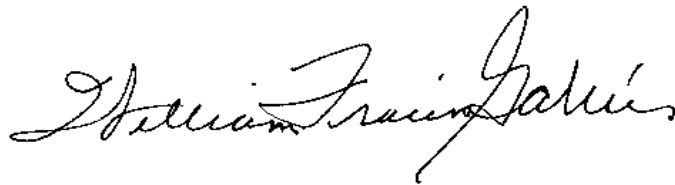
SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of November, 2021,
REBECCA YARNIE

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

THE COMMONWEALTH OF MASSACHUSETTS

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

November 04, 2021 03:18 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY AGREEMENT

among

FINEST TREES LLC

and

THE MEMBERS NAMED HEREIN

Dated as of:

February 6, 2023

THE UNITS REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES ACTS OR LAWS OF ANY STATE IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS AND LAWS. THE SALE OR OTHER DISPOSITION OF SUCH UNITS IS RESTRICTED AS STATED IN THIS AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING UNITS REPRESENTED BY THIS AGREEMENT, EACH MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS UNITS WITHOUT COMPLIANCE WITH THE PROVISIONS OF THIS AGREEMENT AND REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND LAWS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

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LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (collectively with all schedules and exhibits hereto, as amended and/or restated from time to time, this “Agreement”) of Finest Trees LLC, a Massachusetts limited liability company (the “Company”), is entered into as of February 6, 2023 (the “Effective Date”) by and among the Persons whose names and addresses are listed on the Schedule of Members attached hereto as Schedule A (the “Schedule of Members”).

RECITALS

WHEREAS, the Company was formed as a Massachusetts limited liability company on the 4th day of November, 2021, under the laws of The Commonwealth of Massachusetts by the filing of the Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts under Massachusetts General Laws, Chapter 156C.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

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

“Affected Member” has the meaning set forth in Section 10.02.

“Affected Manager” has the meaning set forth in Section 10.02.

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

“Agreement” means this Limited Liability Company Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

“Applicable Law” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority, with the exception of any federal law pertaining to the possession, manufacture or sale of controlled substances, including but not limited to the Controlled Substances Act of 1970, as amended (Title 21 U.S.C., Chapter 13 § 801 et. seq.).

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

“Cannabis Enforcement Authority” means those state, local and foreign governmental, regulatory and administrative authorities, agencies, boards and officials responsible for or involved in the regulation of the testing, analysis, quality control, cultivation, sale, distribution of, and all other matters and activities with respect to, marijuana and tetrahydrocannabinols in any jurisdiction, including, without limitation, the Massachusetts Cannabis Control Commission.

“Cannabis Laws” means those laws and the rules and regulations promulgated by any Cannabis Enforcement Authority under such laws pursuant to which any Cannabis Enforcement Authority possesses regulatory or licensing authority over marijuana and tetrahydrocannabinols within any jurisdiction, including, without limitation, M.G.L. c. 94G, M.G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*

“Cannabis License” means all licenses, permits, approvals, authorizations, registrations, findings of suitability, franchises and entitlements issued by any Cannabis Enforcement Authority necessary for the lawful conduct of activities by the Company under Cannabis Laws.

“Capital Account” has the meaning set forth in Section 5.03.

“Capital Contribution” means, for any Member, the total amount of cash and cash equivalents and the book value of any property contributed to the Company by such Member.

“Code” means the Internal Revenue Code of 1986, as amended.

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

“Company” has the meaning set forth in the Preamble.

“Disability” with respect to any Manager means such Manager’s incapacity due to physical or mental illness that: (a) shall have prevented such Manager from performing his or her duties for the Company or any of the Company Subsidiaries on a full-time basis for more than sixty (60) or more consecutive days or an aggregate of ninety (90) days in any one hundred and eighty (180) day period; or (b)(i) the Board determines, in compliance with Applicable Law, is likely to prevent such Manager from performing such duties for such period of time and (ii) thirty (30) days have elapsed since delivery to such Manager of the determination of the Board and such Manager has not resumed such performance (in which case the date of termination in the case of a termination for “Disability” pursuant to this clause (ii) shall be deemed to be the last day of such 30-day period).

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

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

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

"Fair Market Value" shall have the meaning as set forth in Section 10.03(a)(i).

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

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

"Joinder Agreement" means the joinder agreement in form attached hereto as Exhibit A.

"LLC Act" means the Massachusetts Limited Liability Companies Act as codified in M.G.L. c. 156C, as amended from time to time, and the rules and regulations thereunder, which shall be in effect at the time.

"Majority Unitholders" means Members holding a majority of the outstanding Voting Units.

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

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (based on the type and class of Unit or Units held by such Member), as applicable, (a) to a Distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to a Distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items

thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

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

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

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

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

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

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

"Permitted Transfer" means a Transfer of Common Units carried out pursuant to Section 9.02.

"Permitted Transferee" means a recipient of a Permitted Transfer.

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

"Pro Rata" means with respect to any Member, the percentage equal to the number of Units owned by such Member as of the applicable date of determination, divided by the total number of Units, in the aggregate, by all Members subject to such pro rata determination.

"Regulatory Problem" means, with respect to any Member, Manager, or Officer (a) such Person is convicted of any criminal offense, if a conviction of the offense in question would,

pursuant to the Cannabis Laws, disqualify such Person or the Company from directly or indirectly obtaining, maintaining or renewing a Cannabis License; (b) such Person or its Affiliate incurs a revocation of any state or local business license, and it is determined by the Board that such revocation has a material adverse effect upon the issuance or continued good standing of the Company's Cannabis Licenses; (c) a Cannabis Enforcement Authority issues a formal recommendation stating that such Person is unfit to continue in such Person's current role at the Company under the Cannabis Laws; (d) a Cannabis Enforcement Authority issues a formal recommendation against the issuance to the Company of a Cannabis License (or renewal thereof) or revokes a Cannabis License, which recommendation cites the participation of such Person as a material factor in the decision, or the Cannabis Enforcement Authority conditions the issuance of a cannabis business license on the Company removing such Person from the Company; (e) a Cannabis Enforcement Authority advises the Company in writing, or it is otherwise determined by court order, that a decision on the Company's Cannabis License is being delayed beyond six (6) months following the filing of the Company's application for such Cannabis License, and the Company is advised before or after said date that the sole reason for such delay is the participation of or concerns about such Person; and (f) such Person fails to promptly provide the information required to be supplied by it by a Cannabis Enforcement Authority on a timely basis with respect to the Company's commercial cannabis activities; and (g) a good faith determination by the Board that any of the foregoing is reasonably likely to occur with respect to such Person, as determined in consultation with regulatory counsel to the Company.

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

"Sale of the Company" means (a) a merger or consolidation in which (i) the Company is a constituent party, or (ii) a Subsidiary of the Company is a constituent party and the Company issues Membership Interests pursuant to such merger or consolidation, except any such merger or consolidation involving the Company or a Subsidiary in which the Membership Interests of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for capital interests that represent, immediately following such merger or consolidation, a majority, by voting power, of the capital interests of (A) the surviving or resulting entity or (B) if the surviving or resulting entity is a wholly-owned Subsidiary of another entity immediately following such merger or consolidation, the parent entity of such surviving or resulting entity); (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any Subsidiary of the Company of all or substantially all the assets of the Company and its Subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more Subsidiaries of the Company if substantially all of the assets of the Company and its Subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly-owned Subsidiary of the Company; (c) the sale of the Company's Units or other capital interests pursuant to an underwritten public offering registered under the Securities Act of 1933, as amended; or (d) a merger, consolidation, equity sale, reorganization, acquisition, or other transaction in which at least fifty percent (50%) of the issued and outstanding voting securities of the Company are transferred to a third party that did not own any Company securities prior to such transaction, excluding a bona fide equity financing transaction.

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

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

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

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

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

“Unreturned Capital Contribution” means, with respect to a Member, such Member’s Capital Contributions to the Company minus all Distributions made to such Member pursuant to Section 7.02.

“Voting Unit” has the meaning provided for in Section 4.06.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neutral forms. Unless the context otherwise requires, references herein: (i) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to

be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(g) The Company was formed on November 4, 2021, upon the filing of the Certificate of Organization with the Secretary of the Commonwealth of the Commonwealth of Massachusetts.

(h) This Agreement shall constitute the “limited liability company agreement” of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to this Agreement.

Section 2.02 Name. The name of the Company is “Finest Trees LLC” or such other name or names as the Board may from time to time designate; provided, however, that the name shall always contain the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC”. The Board shall give prompt notice to each of the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located at 34-36 Harrington Avenue, Shrewsbury, MA 01545, or such other place as may from time to time be determined by the Board. The Board shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

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

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

Section 2.05 Purpose; Powers.

(a) The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed and to engage in any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed.

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

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

ARTICLE III UNITS

Section 3.01 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series. Each type, class or series of Units shall have the privileges, preference, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. The Board shall update the Schedule of Members upon the issuance or Transfer of any Units to any new or existing Member.

Section 3.02 Authorization and Issuance of Common Units. Subject to compliance with Section 8.02, the Company is hereby authorized to issue a class of Units designated as Common Units. As of the date hereof, the number of Common Units issued and outstanding to the Members are set forth opposite each Member's name on the Schedule of Members.

Section 3.03 Certification of Units.

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

(b) In the event that the Board shall issue certificates representing Units in accordance with Section 3.03(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY

BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT.

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

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

(a) New Members may be admitted from time to time: (i) in connection with an issuance of Units by the Company; and (ii) in connection with a Transfer of Units, subject to compliance with the provisions of Article IX and in either case, following compliance with the provisions of Section 4.01(b). For the avoidance of doubt, a new Member may be admitted into the Company only if the new Member is qualified under the Cannabis Laws to have an ownership interest in a marijuana business.

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

Section 4.02 Representations and Warranties of Members. By execution and delivery of this Agreement or a Joinder Agreement, as applicable, each of the Members, whether admitted as of the date hereof or pursuant to Section 4.01, represents and warrants to the Company and acknowledges that:

(a) The Units: (i) have not been registered under the Securities Act or the securities laws of any other jurisdiction; and (ii) are issued in reliance upon federal and state exemptions for transactions not involving a public offering and cannot be disposed of unless: (1) they are subsequently registered or exempted from registration under the Securities Act; and (2) the provisions of this Agreement have been complied with;

(b) Such Member's Units are being acquired for its own account solely for investment and not with a view to resale or distribute thereof;

(c) Such Member has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and the Company Subsidiaries, and such Member acknowledges that it has been provided adequate access to the personnel, properties, premises and records of the Company and the Company Subsidiaries for such purpose;

(d) The determination of such Member to acquire Units has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and the Company Subsidiaries that may have been made or given by any other Member or by any agent or employee of any other Member;

(e) Such Member has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed decision with respect thereto;

(f) Such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time;

(g) The execution, delivery and performance of this Agreement: (i) have been duly authorized by such Member and do not require such Member to obtain any consent or approval that has not been obtained; and (ii) do not contravene or result in a default in any material respect under any provision of any law or regulation applicable to such Member or other governing documents or any agreement or instrument to which such Member is a party or by which such Member is bound;

(h) Such Member's admission as a Member to the Company will not create a Regulatory Problem for the Company;

(i) This Agreement is valid, binding and enforceable against such Member in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity);

(j) Neither the issuance of any Units to any Member nor any provision contained herein will entitle the Member to remain in the employment of the Company or any Company Subsidiary or affect the right of the Company or any Company Subsidiary to terminate the Member's employment at any time for any reason, other than as otherwise provided in such Member's employment agreement or other similar agreement with the Company or Company Subsidiary, if applicable; and

(k) None of the foregoing shall replace, diminish or otherwise adversely affect any Member's representations and warranties made by it in any agreement with the Company.

Section 4.03 No Personal Liability. By Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.04 No Withdrawal. A Member shall not cease to be a Member as a result of the bankruptcy or insolvency of such Member. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member once full payment is made therefor in accordance with the terms of this Agreement. Notwithstanding anything contained herein to the contrary, a Member may be subject to divestiture pursuant to Section 10.02.

Section 4.05 Voting. Except as otherwise provided by this Agreement (including Section 4.06, Section 4.07 and Section 14.09) or as otherwise required by Applicable Law, each Member shall be entitled to one vote per Common Unit on all matters upon which the Members have the right to vote under this Agreement.

Section 4.06 Meetings.

(a) Voting Units. As used herein, the term “Voting Units” shall mean: the Common Units, for purposes of calling or holding any meeting of the Members holding Common Units, providing notice of such a meeting, forming a quorum for such a meeting, or taking any action by vote at a meeting or by written consent without a meeting, in all cases to take any action or conduct any business not described in this Section 4.06.

(b) Calling the Meeting. Meetings of the Members may be called by: (i) the Board; or (ii) by a Member or group of Members holding more than fifty percent (50%) of the then-outstanding votes attributable to the relevant Voting Units. Only Members who hold the relevant Voting Units (“Voting Members”) shall have the right to attend meetings of the Members.

(c) Notice. Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than two (2) days and not more than thirty (30) days before the date of the meeting to each Voting Member, by or at the direction of the Board or the Member(s) calling the meeting, as the case may be. The Voting Members may hold meetings at the Company’s principal office or at such other place as the Board or the Member(s) calling the meeting may designate in the notice for such meeting.

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

(e) Vote by Proxy. On any matter that is to be voted on by Voting Members, a Voting Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Voting Member executing it unless otherwise provided in such proxy; provided, however, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(f) Conduct of Business. The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Voting Members holding Common Units; provided, however, that the appropriate Voting Members shall have been notified of the meeting in accordance with Section 4.06(c). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.07 Quorum. A quorum of any meeting of the Voting Members shall require the presence of the Members holding a majority of the appropriate Voting Units held by all Members. Subject to Section 4.08, no action at any meeting may be taken by the Members unless the appropriate quorum is present. Subject to Section 4.08, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of Members holding a majority of the appropriate Voting Units held by all Members.

Section 4.08 Action Without Meeting. Notwithstanding the provisions of Section 4.07, any matter that is to be voted on, consented to or approved by Voting Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by the Majority Unitholders. A record shall be maintained by the Board of each such action taken by written consent of a Member or Members.

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

Section 4.10 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

ARTICLE V CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 5.01 Capital Contributions. Each Member owning Common Units has made the Capital Contribution giving rise to such Member's Capital Account, as defined in Section 5.03 herein, and is deemed to own the number, type, series and class of Units, in each case, in the amounts set forth opposite such Member's name on the Schedule of Members as in effect on the date hereof.

Section 5.02 Additional Capital Contributions.

(a) No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Board and in connection with an issuance of Units made in compliance with Section 3.02 or Section 9.02.

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

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

(a) Each Member’s Capital Account shall be increased by the amount of:

(i) such Member’s Capital Contributions, including such Member’s initial Capital Contribution and the book value of any property contributed as a Capital Contribution;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article VI; and

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

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

(i) the cash amount or book value of any property Distributed to such Member;

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

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

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

Section 5.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in his, her or its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative

balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

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

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

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

ARTICLE VI ALLOCATIONS

Section 6.01 Allocation of Profits and Losses.

(a) The Company's profits and losses for each Fiscal Year will be allocated among the Members pro rata in accordance with their respective ownership of Units.

(b) Notwithstanding any other provision of this Agreement, "partner nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(i)), if any, of the Company shall be allocated for each Fiscal Year to the Member that bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i) and "nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations Section 1.752-3(a)), if any, shall be allocated to and among the Members in accordance with their Membership Interests.

(c) This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback" and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Section 704(b) of the Code.

(d) All items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members for federal, state and local income tax purposes consistent with

the manner that the corresponding items are allocated among the Members pursuant to this Section 6.01, except as may otherwise be provided herein or under the Code.

(e) In the event any Member unexpectedly receives any adjustments, allocations or Distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or Distributions as quickly as possible. This Section 6.01(e) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

ARTICLE VII DISTRIBUTIONS

Section 7.01 General.

(a) Subject to Section 7.02, Section 7.03, and Section 7.04, the Board shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations, capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).

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

Section 7.02 Priority of Distributions. After making all Distributions required for a given Fiscal Year under Section 7.04 and subject to the priority of Distributions pursuant to Section 12.03, if applicable, all Distributions determined to be made by the Board pursuant to Section 7.01 shall be made to Members pro rata in accordance with each Members respective ownership of Units.

Section 7.03 Withholding. If any federal, foreign, state or local jurisdiction requires the Company to withhold taxes or other amounts with respect to any Member's allocable share of taxable income or any items thereof, or with respect to distributions, the Company shall withhold from distributions or other amounts then due to such Member an amount necessary to satisfy the withholding responsibility and shall pay any amounts withheld to the appropriate taxing authorities. In such a case, for purposes of this Agreement the Member for whom the Company has paid the withholding tax shall be deemed to have received the withheld distribution or other amount due and to have paid the withholding tax directly and such Member's share of cash distributions or other amounts due shall be reduced by a corresponding amount. If it is anticipated that, at the due date of the Company's withholding obligation, the Member's share of cash distributions or other amounts due is less than the amount of the withholding obligation, the Member with respect to which the withholding obligation applies shall pay to the Company the

amount of such shortfall within thirty (30) days after notice by the Company. If a Member fails to make the required payment when due hereunder, and the Company nevertheless pays the withholding, in addition to the Company's remedies for breach of this Agreement, the amount paid shall be deemed a recourse loan from the Company to such Member bearing interest of five (5%), and the Company shall apply all distributions or payments that would otherwise be made to such Member toward payment of the loan and interest, which payments or distributions shall be applied first to interest and then to principal until the loan is repaid in full.

Section 7.04 Tax Distributions. Within ninety (90) days after the end of each calendar year, to the extent of any available cash on hand, the Company may distribute to each Member (any such distribution, a "Tax Distribution") an amount such that total distributions under Section 7.02 or Section 7.03 to such Member with respect to the calendar year recently ended are at least equal to the assumed federal, state and local income tax liability (such liability, a "Tax Liability") incurred by such Member with respect to such Member's distributive share of the Company's taxable net income for such taxable year. In calculating the amount of each Tax Distribution, the Company shall assume that each Member is taxable at the highest combined effective federal income tax rate applicable to individuals under the Code and the average state income tax rate of all state income tax rates in the United States. Any Tax Distribution shall be treated as an advance on the Member's rights to distributions under Sections 7.01 and 7.02 and shall reduce the amount of the first such distributions on a dollar-for-dollar basis. To the extent of available cash on hand, the Company may make advance Tax Distributions on a quarterly basis in the amounts estimated by the Board to represent the Members' liabilities for quarterly estimated taxes. Any such advance Tax Distributions shall similarly reduce the amount of the Members' annual distributions under this Section 7.04. If, as of the end of a taxable year, the aggregate advance Tax Distributions paid to a Member with respect to the Member's Tax Liability for such taxable year exceed the aggregate amount of Tax Distributions to which the Member is entitled for such taxable year, the Member shall promptly refund such excess to the Company and any such refunded amount shall be treated as if it were never distributed.

ARTICLE VIII MANAGEMENT

Section 8.01 Management of the Company. A board of managers of the Company (the "Board") is hereby established and shall be comprised of natural Persons (each such Person, a "Manager") who shall be appointed in accordance with the provisions of Section 8.02. The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Board, and the Board shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

Section 8.02 Board Composition; Vacancies.

(a) The Company and the Members shall take such actions as may be required to ensure that the number of Managers constituting the Board is at least two (2); provided, however, that the Board may vote to increase or decrease the size of the Board at any time, in its sole discretion. The Managers comprising the Board as of the date hereof are: Daniel Yarnie and

Rebecca Yarnie. At all times, the composition of any board of directors or managers of any Company Subsidiary shall be the same as that of the Board.

(b) In the event that a vacancy is created on the Board at any time due to the death, Disability, retirement, resignation or removal of a Manager, then the Members, by a vote of Majority Unitholders, shall have the right to designate an individual to fill such vacancy and the Company. In the event that the Members shall fail to designate in writing a replacement to fill a vacant Manager position on the Board, and such failure shall continue for more than thirty (30) days after notice from the Company with respect to such failure, then the vacant position shall be filled by the remaining Manager(s) then in office; provided, however, that such individual shall be removed from such position if the Majority Unitholders so direct and simultaneously designate a new Manager.

(c) The Board shall maintain a schedule of all Managers with their respective mailing addresses, and shall update the schedule upon the removal or replacement of any Manager in accordance with this Section 8.02 or Section 8.03.

Section 8.03 Removal; Resignation. A Manager may be removed or replaced at any time from the Board, with or without cause by a vote of Majority Unitholders. A Manager may resign at any time from the Board by delivering his or her written resignation to the Board. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board's acceptance of a resignation shall not be necessary to make it effective.

Section 8.04 Meetings.

(a) Generally. The Board shall meet at such time and at such place at the offices of the Company or such other place (either within or outside the Commonwealth of Massachusetts) as may be determined from time to time by the Board. Meetings of the Board may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other. Written notice of each meeting of the Board shall be given to each Manager at least twenty-four (24) hours prior to each such meeting.

(b) Special Meetings. Special meetings of the Board shall be held on the call of the majority of the Managers upon at least five (5) days' written notice (if the meeting is to be held in person) or one (1) day's written notice (if the meeting is to be held by telephone communications or video conference) to the Managers, or upon such shorter notice as may be approved by all the Managers. Any Manager may waive such notice as to himself.

(c) Attendance and Waiver of Notice. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 8.05 Quorum; Manner of Acting.

(a) Quorum. A majority of the Managers serving on the Board shall constitute a quorum for the transaction of business of the Board. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(b) Participation. Any Manager may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. A Manager may vote or be present at a meeting either in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law.

(c) Binding Act. Each Manager shall have one vote on all matters submitted to the Board or any committee thereof. With respect to any matter before the Board, the act of a majority of the Managers constituting a quorum shall be the act of the Board.

(d) Deadlock. If a tie vote occurs in connection with a matter submitted before the Board, the members of the Board shall work in good faith to try to resolve the issue(s) that resulted in a tie vote. If no resolution is reached after the Board's good faith attempts to resolve the issue, the issue shall be resolved by a vote of the Members in accordance with the terms of this Agreement.

Section 8.06 Action by Written Consent. Notwithstanding anything herein to the contrary, any action of the Board (or any committee of the Board) may be taken without a meeting if either: (a) a written consent of a majority of the Managers on the Board (or any committee of the Board) shall approve such action; provided, however, that prior written notice of such action is provided to all Managers at least one (1) day before such action is taken; or (b) a written consent constituting all of the Managers on the Board (or any committee of the Board) shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of the Commonwealth of Massachusetts.

Section 8.07 Compensation; No Employment.

(a) Each Manager shall be reimbursed for his reasonable out-of-pocket expenses incurred in the performance of his duties as a Manager, pursuant to such policies as from time to time established by the Board. Nothing contained in this Section 8.07 shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

(b) This Agreement does not, and is not intended to, confer upon any Manager any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with any Manager.

Section 8.08 Officers.

(a) The Board may appoint individuals as officers of the Company (the “Officers”) as it deems necessary or desirable to carry on the business of the Company and the Board may delegate to such Officers such power and authority as the Board deems advisable. No Officer need be a Member or Manager. Any individual may hold two (2) or more offices of the Company. Each Officer shall hold office until his successor is designated by the Board or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Board. Any Officer may be removed by the Board acting by majority vote of all Managers other than the Officer being considered for removal, if applicable with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Board.

Section 8.09 No Personal Liability. By Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

ARTICLE IX TRANSFER

Section 9.01 General Restrictions on Transfer.

(a) Except as permitted pursuant to Section 9.02, no Member shall Transfer all or any portion of its Membership Interest in the Company, except with the written consent of the Board. No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01 hereof.

(b) Notwithstanding any other provision herein to the contrary, each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

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

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

(iii) if such Transfer or issuance would affect the Company’s existence or qualification as a limited liability company under the LLC Act;

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

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

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed “Plan Assets” as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any “prohibited transaction” thereunder involving the Company.

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

(d) No Transfer (including a Permitted Transfer) of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee (including a Permitted Transferee) is admitted as a Member of the Company in accordance with Section 4.01 hereof.

(e) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term “Membership Interest” unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01 shall not apply to any of the following Transfers by any Member of any of its Units. The provisions of Section 9.01 shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to any of the following (each, a “Permitted Transferee” and, any such Transfer to a Permitted Transferee, a “Permitted Transfer”):

(a) Any Affiliate of such Member; or

(b) With respect to a Member that is an individual: (i) such Member’s spouse, parent, siblings, descendants (including adoptive relationships and stepchildren) and the spouses of each such natural persons (collectively, “Family Members”); (ii) a trust under which the distribution of Membership Interests may be made only to such Member and/or any Family Member of such Member; (iii) a charitable remainder trust, the income from which will be paid to such Member during his or her life; (iv) a corporation, partnership or limited liability company, the shareholders, partners or members of which are only such Member and/or Family Members of such Member; or (v) such Member’s executors, administrators, testamentary trustees, legatees or beneficiaries, by will or the laws of intestate succession;

provided, however, that for so long as such Member is alive and not subject to a physical, mental, or emotional disability, as determined by a physician in good standing in the United States: (i) the Member shall retain at least one (1) Unit subject to such Permitted Transfer; and (ii) the Member shall retain all of the voting rights (if any) with respect to all of such transferred Units. Upon the death of such Member, such transferee or transferees of the Units subject to the Permitted Transfer will receive the one (1) Unit described in the preceding sentence and possession of all voting rights, if any, previously retained by the deceased Member with respect to all of such transferred Units. In case of a Permitted Transfer: (A) the transferee or transferees shall receive and hold the Units subject to the terms of this Agreement; (B) such Units shall be subject to the options to purchase contained herein in the event the Units owned by the transferor Member is subject to such options as if still held by such Member; and (C) there shall be no further transfer of such Units except in accordance with this Agreement.

ARTICLE X COVENANTS AND REGULATORY DIVESTMENTS

Section 10.01 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, he will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company, the Company Subsidiaries and their Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents which the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, “Confidential Information”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing his investment in the Company or performing his duties as a Manager, Officer, employee, consultant or other service provider of the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during his association or employment with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Nothing contained in Section 10.01(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to

subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to other Members; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 10.01 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Units from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 10.01 as if a Member; provided, however, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 10.01(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or becomes available to a Member or any of its Representatives on a non-confidential basis prior to its disclosure to the receiving Member and any of its Representatives in compliance with this Agreement; (iii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iv) becomes available to the receiving Member or any of its Representatives on a non-confidential basis from a source other than the Company, any other Member or any of their respective Representatives; provided, however, that such source is not known by the recipient of the Confidential Information to be bound by a confidentiality agreement with the disclosing Member or any of its Representatives.

Section 10.02 Regulatory Issues; Divestment.

(a) If any Members becomes aware of a Regulatory Problem that exists (or might reasonably be expected to exist) with respect to any other Member (the Member to which the Regulatory Problem relates being referred to as the "Affected Member"), that Member will provide prompt written notice of the relevant details to the Company and the Affected Member; provided, however, that failure to provide such notice (unless willful or in bad faith) shall not prejudice any of the rights or remedies of the Member or the Company hereunder. If any Affected Member becomes aware of a Regulatory Problem that exists (or might reasonably be expected to exist) with respect to itself or an Officer of the Company, the Affected Member will provide prompt written notice thereof to the Company and the other Members.

(b) If any Member becomes aware of a Regulatory Problem that exists (or might reasonably be expected to exist) with respect to any Manager or Officer of the Company (the Manager or Officer to which the Regulatory Problem relates being referred to as the "Affected Manager"), that Member will provide prompt written notice of the relevant details to the Company and the Board; provided, however, that failure to provide such notice (unless willful or in bad faith) shall not prejudice any of the rights or remedies of the Member or the Company hereunder. If any Affected Manager becomes aware of a Regulatory Problem that exists (or might reasonably be expected to exist) with respect to itself or a Member, the Affected Manager will provide prompt written notice thereof to the Company and the Board.

(c) In the event that a Member shall experience a Regulatory Problem which causes such Member to become an Affected Member, such Affected Member shall promptly notify the Company and Board of the relevant details and take all actions necessary or advisable to eliminate, terminate, discontinue or otherwise cure the Regulatory Problem within ninety (90) days, including: (i) terminating the activity, relationship or other circumstances giving rise to the Regulatory Problem; (ii) effecting the Transfer of its Units as permitted hereunder; (iii) immediately providing the applicable Cannabis Enforcement Authority with all information required or requested of the Affected Member; and (iv) taking all other actions as may be necessary or appropriate to remedy the Regulatory Problem. If the foregoing are not able to resolve the Regulatory Problem within sixty (60) days, then the Affected Member shall be deemed to have forfeited its Units without any action necessary on the part of the Company or the Affected Member except as expressly provided in Section 10.03.

(d) In the event that a Manager (or a Company Officer) shall experience a Regulatory Problem which causes such Manager or Officer to become an Affected Manager, such Affected Manager shall promptly notify the Company and the Board of the relevant details and take all actions necessary or advisable to eliminate, terminate, discontinue or otherwise cure the Regulatory Problem within thirty (30) days, including: (i) terminating the activity, relationship or other circumstances giving rise to the Regulatory Problem; (ii) resigning as Manager or Officer; (iii) immediately providing the applicable Cannabis Enforcement Authority with all information required or requested of the Affected Manager; and (iv) taking all other actions as may be necessary or appropriate to remedy the Regulatory Problem.

(e) The Company shall continue in existence notwithstanding the automatic divestiture of any Member pursuant to this Section 10.02. Notwithstanding any provision of this Agreement to the contrary, if the Affected Member is an entity and the occurrence of any Regulatory Problem is due to an owner, officer, manager, executive or director of the Affected Member, the Affected Member shall have an option to be restored to its ownership position before the divestiture events occur if the Affected Member, a court of law, or the applicable Cannabis Enforcement Authority provides a written assurance or order, to the satisfaction of the Company, that the Affected Member has removed the owner, officer, manager, executive or director that caused the Regulatory Problem, pursuant to the terms of the Affected Member's governing documents.

(f) Notwithstanding anything to contrary in this Agreement, each Member hereby agrees in advance to the provision of any information the Company may have regarding the Member to any Cannabis Enforcement Authority who requests information about the Members or the Company and hereby grants a proxy to the Company to provide any such information to the relevant Cannabis Enforcement Authority.

Section 10.03 Settling of Accounts Following Divestiture.

(a) Payment to Affected Member. The Company shall be liable for the terminated ownership interest of the Affected Member as follows: (x) the Board and the Affected Member shall determine the Fair Market Value of the Affected Member's Units by mutual agreement as soon as possible after the date of termination of the Affected Member's Units ("Termination Date"); and (y) if the Affected Member and the Board cannot agree on a Fair Market

Value within thirty (30) days of the Termination Date, then the Fair Market Value of the Affected Member's divested Units shall be determined in accordance with the following procedure:

(i) The Board and the Affected Member jointly (by mutual agreement) shall appoint an appraiser (which shall be an appraiser with experience appraising businesses of the type of the Company ("Appraiser")) within forty-five (45) days after the Termination Date. If the Board and the Affected Member fail to agree on an Appraiser, then each shall identify an Appraiser, who shall identify a third Appraiser, which Appraiser shall appraise the Fair Market Value of the applicable Units. The Appraiser shall appraise the Affected Member's Units at Fair Market Value and shall render its decision within thirty (30) days after the appointment thereof. The decision of the Appraiser shall be the "Fair Market Value" of such Affected Member's Units for all purposes under this Section 10.03.

(ii) The Company, the Board and the Members shall furnish to the Appraiser a copy of recent financial statements of the Company, together with such work papers and other financial information of the Company, the Board and/or the Members as the Appraiser may request. The Appraiser shall take into account such other information and factors as it deems relevant.

(b) Manner of Payment. The Company shall pay the Affected Member the Fair Market Value as determined pursuant to Section 10.03(a) for the terminated Units within six (6) months of the determination thereof by the Board and the Affected Member or, as the case may be, the Appraiser. Such payment shall be made by the issuance to the Affected Member of an unsecured, five percent (5%) per annum interest bearing promissory note payable in equal quarterly installments (of principal and accrued interest) over a period of two (2) years.

(c) Specific Matters. Notwithstanding anything in this Agreement to the contrary: (i) if a Manager is an Affected Member, actions of the Company shall not require the consent of such Affected Manager but shall instead require the consent of Members holding at least eighty percent (80%) of the outstanding Units of the Company (excluding those held by the Affected Manager).

(d) Further Assurances. The Board and the Members shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section 10.03 including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

(e) Provision of Information. Each Member hereby agrees to promptly provide the Company all such information concerning such Member as shall be required to obtain, maintain or renew all licenses under the Cannabis Laws necessary or advisable for the Company to operate its commercial cannabis activities.

ARTICLE XI

ACCOUNTING; TAX MATTERS

Section 11.01 Inspection Rights. Upon reasonable notice from a Member, the Company shall, and shall cause its Managers, Officers and employees to, afford each Member and its Representatives reasonable access during normal business hours to: (i) the Company's and the Company Subsidiaries' properties, offices, plants and other facilities; (ii) the corporate, financial and similar records, reports and documents of the Company and the Company Subsidiaries, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or Managers, and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) the Company's and the Company Subsidiaries' Officers, senior employees and public accountants, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company and the Company Subsidiaries with their Officers, senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 11.02 Partnership Tax Representative.

(a) **Appointment.** The Members hereby appoint Daniel Yarnie who shall serve as the "partnership representative" (as such term is defined in Code Section 6223) for the Company (the "Partnership Representative").

(b) **Tax Examinations and Audits.** The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by taxing authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of examinations by taxing authorities and any resulting proceedings. Each Member agrees that any action taken by the Partnership Representative in connection with audits of the Company shall be binding upon such Members and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company.

(c) **Income Tax Elections.** The Partnership Representative shall have sole discretion to make any income tax election it deems advisable on behalf of the Company. All determinations as to tax elections and accounting principles shall be made solely by the Partnership Representative.

(d) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. The Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes)

will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) **Resignation.** The Partnership Representative may resign at any time. If Daniel Yarnie ceases to be the Partnership Representative for any reason, the Majority Unitholders of the Company shall appoint a new Partnership Representative.

Section 11.03 Tax Returns. At the expense of the Company, the Board (or any Officer that it may designate pursuant to Section 8.08) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Board or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 11.04 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Board. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Board may designate.

ARTICLE XII DISSOLUTION AND LIQUIDATION

Section 12.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

- (a) The determination of the Board to dissolve the Company;
- (b) An election to dissolve the Company made by Majority Unitholders;
- (c) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or
- (d) The entry of a decree of judicial dissolution or administrative order of dissolution by a Cannabis Enforcement Authority.

Section 12.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 12.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 12.03 and the Certificate of Organization shall have been cancelled as provided in Section 12.04.

Section 12.03 Liquidation. If the Company is dissolved pursuant to Section 12.01, the Company shall be liquidated and its business and affairs wound up in accordance with the following provisions:

(a) Liquidator. The Board, or, if the Board is unable to do so, a Person selected by the Majority Unitholders, shall act as liquidator to wind up the Company (the “Liquidator”). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company’s assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

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

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

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

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

(iii) Third, to the Members in proportion to their Unreturned Capital Contributions until each such Member’s Unreturned Capital Contribution equals zero;

(iv) Fourth, to the Members in the same manner as Distributions are made under Section 7.02.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 12.03 that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 12.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 12.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, any property to be Distributed will be valued at its fair market value, as

determined in good faith by the Board based on such factors as the Board, in the exercise of its reasonable business judgment, considers relevant.

Section 12.04 Cancellation of Certificate. Upon completion of the Distribution of the assets of the Company as provided in Section 12.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

Section 12.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss which at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 13.03.

Section 12.06 Resource for Claims. Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Board, the Liquidator or any other Member.

ARTICLE XIII EXCULPATION AND INDEMNIFICATION

Section 13.01 Exculpation of Covered Persons.

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

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

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information) of the following Persons or groups: (i) another Manager; (ii) one (1) or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the

Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

Section 13.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 13.03 Indemnification.

(a) Indemnification. As the same now exists or may hereafter be amended, substituted or replaced the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

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

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

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

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 13.03; provided, however, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 13.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) Entitlement to Indemnity. The indemnification provided by this Section 13.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 13.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 13.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.

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

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 13.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 13.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 13.03 to the fullest extent permitted by any applicable portion of this Section 13.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) Amendment. The provisions of this Section 13.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 13.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 13.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

(h) Survival. The provisions of this Article XIII shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 14.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 14.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 14.03):

If to the Company: Finest Trees LLC
 34-36 Harrington Avenue

Shrewsbury, MA 01545 USA
Attention: Daniel Yarnie
E-mail: Yarniepm@gmail.com
rebeccajyarnie@gmail.com

with a copy to: Vicente Sederberg LLP
Prudential Tower
800 Boylston Street, 26th Floor
Boston, MA 02199
Attention: David M. Ullian, Esq.
E-mail: david@vicentesederberg.com

If to a Member, to such Member's respective mailing address as set forth on the Schedule of Members.

Section 14.04 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

Section 14.05 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Subject to Section 13.03(f), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 14.06 Entire Agreement. This Agreement, together with the Certificate of Organization, each subscription letter or other agreement subscribing for Units of the Company, and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 14.07 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 14.08 No Third-party Beneficiaries. Except as provided in Article XIII which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 14.09 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and Majority Unitholders. Any such written amendment or modification will be binding upon the Company and each Member; provided, however, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to: (a) such Member relative to the rights of other Members in respect of Units of the same class or series; or (b) a class or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class or series, as applicable. Notwithstanding the foregoing, amendments to the Schedule of Members following any new issuance, redemption, repurchase or Transfer of Units in accordance with this Agreement may be made by the Board without the consent of or execution by the Members.

Section 14.10 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 14.10 shall diminish any of the explicit and implicit waivers described in this Agreement, including without limitation Section 10.02.

Section 14.11 Governing Law. All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

Section 14.12 Arbitration.

(a) Arbitration. Except in the event of any litigation or proceeding commenced by any third party (i.e., not a party to this Agreement) against a Member in which another Member is an indispensable party or a potential necessary third-party defendant, any dispute or controversy between any of the parties involving the interpretation, construction or application of any terms of this Agreement, or transactions under it, must be solely and finally settled by arbitration in accordance with the commercial rules then in effect of the Judicial Arbitration and Mediation Services ("JAMS"); provided, however, that all Members agree to enter into mediation and attend at least one session of mediation before commencing arbitration. If a disputing Member files a judicial or administrative action asserting claims subject to arbitration, as prescribed in this Agreement, and the other disputing Member successfully stays the action and/or compels arbitration of the claims, the disputing Member filing the action must pay the other disputing party's costs incurred in seeking the stay and/or compelling arbitration, including reasonable attorneys' fees.

(b) Selection of Arbitrator. Within twenty (20) days after the responding party's receipt of the instituting Member's demand, the instituting Member and the responding Member must attempt to agree on an arbitrator (who is, in their view, knowledgeable with respect to the issues in dispute) to hear and determine the dispute. If they are unable to do so within the twenty (20)-day period, either Member may petition JAMS to appoint an arbitrator. The decision of the arbitrator must be in accordance with the provisions of Section 14.12 and must be final, binding, conclusive and non-appealable.

(c) Arbitration Proceedings.

(i) Place. Unless otherwise agreed to by the disputing parties, all arbitration proceedings must be conducted in Suffolk County, Massachusetts at a place, date and time mutually acceptable to the disputing Member.

(ii) Confidentiality. The Members and the arbitrator must treat all aspects of the arbitration proceedings, including, discovery, testimony and other evidence, briefs and the award as strictly confidential.

(d) Award.

(i) Scope of Remedies. Except with respect to provisional remedies, the arbitrator has the authority to award any remedy or reward that a court in the United States of America could order or grant, including specific performance of any obligation created under this Agreement, the issuance of an injunction or other provisional relief, or the imposition of sanctions for abuse or frustration of the arbitration process.

(ii) Opinion. The arbitration award must be in writing and must specify the factual and legal basis for the award.

(iii) Monetary Award. Any monetary award of the arbitrator must be made and be payable in US Dollars. Any such monetary award must include interest from the date of any breach or any violation of this Agreement. The arbitrator must fix an appropriate rate of interest from the date of the breach or other violation to the date when the award is paid in full.

(iv) Costs. The arbitrator must determine how the fees and expenses of the arbitration must be borne by the disputing parties. Those fees and expenses must include all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses, such as copying and telephone costs, witness fees and attorneys' fees.

(v) Final. The award of the arbitrator is final and is not subject to appeals by either party.

(vi) Enforcement. Judgment on the arbitration award may be entered in any court having jurisdiction over the parties or their assets.

Section 14.13 WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 14.14 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 14.15 Attorneys' Fees. In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 14.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 13.02 to the contrary.

Section 14.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 14.18 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

[Signature Page to Follow]

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

Company:

FINEST TREES LLC

By: _____

Name: Daniel Yarnie

Title: Manager

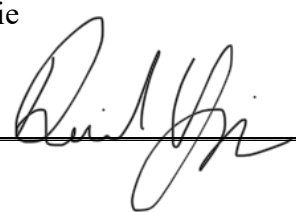
By: _____

Name: Rebecca Yarnie

Title: Manager

Members:

Daniel Yarnie

_____

Rebecca Yarnie

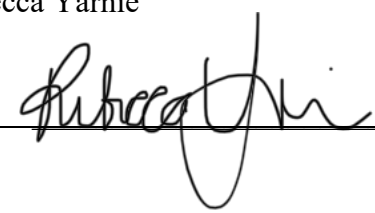
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EXHIBIT A
FORM OF JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of [DATE], (as amended, modified, restated or supplemented from time to time, the “Operating Agreement”), among Finest Trees LLC, a Massachusetts limited liability company (the “Company”), and its Members a party thereto.

By executing and delivering this Joinder Agreement to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of the Operating Agreement in the same manner as if the undersigned were an original signatory to such agreement.

The undersigned agrees that the undersigned shall be a Member, as such term is defined in the Operating Agreement.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of _____.

By: _____

Name: _____

SCHEDULE A
SCHEDULE OF MEMBERS

Member Name, Address and Email Address	Common Units	Capital Contributions	Issue Date
Daniel Yarnie 34-36 Harrington Avenue, Shrewsbury, MA 01545 Email: yarniepm@gmail.com	51,000	\$51.00	
Rebecca Yarnie 34-36 Harrington Avenue, Shrewsbury, MA 01545 Email: rebeccajyarnie@gmail.com	49,000	\$49.00	
Total:	100,000	\$100.00	

BUSINESS PLAN

EXECUTIVE SUMMARY

MISSION STATEMENT AND MESSAGE FROM THE EXECUTIVE OFFICERS

Finest Trees LLC (“**Finest Trees**”) is applying for Massachusetts Marijuana Courier and Delivery Operator Licenses and is committed to serving residents in the Commonwealth through an efficient, compliant delivery system that also ensures the accuracy and safety of our operations.

WHAT DRIVES US

Finest Trees’ goals include:

1. Safely providing consumers 21 years of age or older and registered, qualifying patients (“**Customers**”) with a wide variety of high quality, consistent, laboratory-tested marijuana and marijuana products;
2. Having a diverse and socially representative pool of employees; and
3. Running an efficient, compliance-oriented delivery business that places an emphasis on technology-driven logistics to better serve our customers: both consumers and retailers.

TEAM

Finest Trees’ founders are committed to the cannabis industry and to creating a company that values safe consumption and access to cannabis in a way that is socially responsible.

DANIEL YARNIE (CO-FOUNDER, MANAGER, CHIEF EXECUTIVE OFFICER)

Daniel Yarnie is a Massachusetts native, experienced business owner and real estate developer that takes pride in serving the community by developing urban areas. In 2011, Daniel and his wife Rebecca founded Yarnie Property Management LLC, which engages in real estate acquisition, commercial development, and property management throughout Worcester County. Daniel is responsible for the supervision of design and construction projects and works closely with architects and engineers to ensure compliance with safety regulations and guidelines. From 2011 – 2016, Daniel also worked as a Network Administrator for Clear DB Systems, where he specialized in trouble shooting technical issues with routers and modems, and maintained computer infrastructure for numerous vendors.

REBECCA YARNIE (CO-FOUNDER AND MANAGER)

Rebecca Yarnie is an experienced business owner and real estate developer that takes pride in serving the community by developing urban areas. With her husband Daniel, Rebecca co-founded Yarnie Property Management LLC, where she is responsible for accounting, recordkeeping, tenant management and marketing. Rebecca is also a member of the realtor association and assists with the marketing and sale of residential homes constructed by the company. From 2011 – 2018, Rebecca worked as an Occupational Therapist, helping patients maintain their quality of life and independence through the use of adaptive equipment for daily

activity. She received an Associates degree in Science and Occupational Therapy from Quinsigamond Community College in 2011.

COMPANY DESCRIPTION

STRUCTURE

Finest Trees is a Massachusetts limited liability company applying for licenses from the Cannabis Control Commission (the “**Commission**”) to operate a Courier and Delivery Operator company in the Commonwealth. Finest Trees will ensure that no person or entity other than those disclosed in Finest Trees’ application will be a Person or Entity Having Direct or Indirect Control over Finest Trees’ Courier and Delivery Operator Licenses.

Finest Trees will file, in a form and manner specified by the Commission, applications for pre-certification, which will include information about the business and the individuals having direct or indirect control over the business; background check disclosures; and summaries of operating policies and procedures.

Once invited, Finest Trees will subsequently file provisional license applications to operate Courier and Delivery Operator Licenses, which will include property interest documentation; capital resources documentation; any agreements with third-party technology platform providers and retailers (if known and executed at the time); Community Outreach Meeting documentation; Host Community Agreement certification; background check authorization forms; certificates of good standing from the Department of Revenue, Secretary of the Commonwealth, and Department of Unemployment Assistance; and additional narratives, including a Positive Impact Plan and a Diversity Plan.

COURIER OPERATIONS

ORDERS

All orders for delivery via Finest Trees’ Courier license will comply with the following requirements:

1. All marijuana and marijuana products (“**Products**”) delivered by Finest Trees will be obtained from a licensed marijuana retailer with which Finest Trees has a delivery agreement.
2. Orders for home delivery will be received by a marijuana retailer and transmitted to Finest Trees for delivery to a residence.
3. Only Products that are shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by Finest Trees.
4. Finest Trees will deliver Products only to the residence address provided. Finest Trees will be prohibited from delivering to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>.
5. Finest Trees will only deliver Products for which a specific order has been received by a licensed marijuana retailer with which Finest Trees has a delivery agreement. Finest Trees is prohibited from delivering Products without a specific order destined for an

identified residence. An order may be generated directly through a marijuana retailer or through a third-party technology platform identified to the Commission under 935 CMR 500.145(1)(e).

6. Finest Trees will not deliver more Products to an individual Customer than the individual possession amounts authorized by law. An individual order will not exceed one ounce of marijuana or its dry-weight equivalent. The individual order will only be delivered to the individual Customer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). Finest Trees will only deliver one individual order, per Customer, during each delivery.
7. Finest Trees will not deliver to the same Customer at the same residence more than once each calendar day and will only perform such deliveries during authorized delivery hours.
8. For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to transportation by Finest Trees to the Customer.
9. Any Product that is undeliverable or is refused by the Customer will be transported back to the originating marijuana establishment that provided the product once all other deliveries included on a delivery manifest have been made. Finest Trees is prohibited from maintaining custody of Products intended for delivery overnight. Finest Trees will ensure that any undelivered product is returned to the appropriate marijuana establishment and not retained by Finest Trees.

No Products will be sold or otherwise marketed that have not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

DELIVERY OPERATOR OPERATIONS

ORDERS

All orders for delivery via Finest Trees' Delivery Operator license will comply with the following requirements:

1. All marijuana and marijuana products ("Products") delivered by Finest Trees will be obtained from a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative with which Finest Trees has a delivery agreement.
2. Finest Trees will operate a Warehouse for the purpose of storing Finished Marijuana Products.
3. Only Products that are shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by Finest Trees.
4. Finest Trees will deliver Products only to the residence address provided. Finest Trees will be prohibited from delivering to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>.
5. Finest Trees will not deliver more Products to an individual Customer than the individual possession amounts authorized by law. An individual order will not exceed one ounce of marijuana or its dry-weight equivalent. The individual order will only be delivered to the individual Customer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). Finest Trees will only deliver one individual order, per Customer, during each delivery.

6. Finest Trees will not deliver to the same Customer at the same residence more than once each calendar day and will only perform such deliveries during authorized delivery hours.
7. For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to transportation by Finest Trees to the Customer.

No Products will be sold or otherwise marketed that have not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

CUSTOMER VERIFICATION OF AGE

Finest Trees will require any Customer making a purchase for delivery by Finest Trees to have the government-issued photo identification a Customer intends to use to verify her or his age at the time of delivery examined and authenticated prior to the first individual order. Pre-verification on the Customer's identification will be performed in-person at a marijuana retailer's physical location (for Courier operations) or through a Commission approved electronic means and will include examination of the Customer's valid, unexpired government issued photo identification that lists a date of birth.

Finest Trees will not perform a delivery to any Customer who has not established an account for delivery through pre-verification of the Customer's identification. Finest Trees agents will not deliver Products to any individual other than the Customer who ordered the Products. A Finest Trees agent, at the time of delivery of the Products to the consumer, will verify that the Customer is 21 years of age or older and/or a registered qualifying patient.

Prior to relinquishing custody of the Products to the Customer, a Finest Trees agent conducting the delivery will verify that the identification of the Customer receiving the Products matches the pre-verified identification of the Customer who placed the order for delivery.

Finest Trees will collect and maintain relevant information about an individual Customer for the purpose of transacting a delivery and ensuring that the recipient of a delivery is legally allowed to receive the Products. All information collected will be solely for the purpose of transacting a delivery and will be maintained confidentially.

FACILITY SECURITY

In addition to the security measures described above, Finest Trees will implement sufficient security measures at the business location ("Facility") where the business will operate, vehicles will be registered, and cash will be stored. Finest Trees will positively identify all individuals seeking access to the Premises of the Marijuana Establishment or to whom Marijuana Products are being transported pursuant to 935 CMR 500.105(14) to limit access solely to individuals 21 years of age or older. In addition, procedures will be adopted to prevent loitering and ensure that only individuals engaging in activity expressly or by necessary implication permitted by 935 CMR 500.000 and its enabling statute are allowed to remain on the Premises.

Within the Facility, Finest Trees will establish Limited Access Areas pursuant to 935 CMR 500.110(4), which shall be accessible only to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation. All locks and security

equipment will be kept in good working order and keys will be prohibited from being left in locks or stored or placed in a location accessible to persons other than specifically authorized personnel. This includes but is not limited to the keys for delivery vehicles. Accessibility of security measures, such as combination numbers, passwords or electronic or biometric security systems will be strictly limited to persons other than specifically authorized personnel.

As described above, Finest Trees will establish procedures for safe cash handling and cash transportation to financial institutions to prevent theft, loss, and associated risks to the safety of employees, customers, and the general public. Video cameras will be directed at the area where cash is kept, handled, and packaged for transport to financial institutions or DOR facilities. In addition, video surveillance will capture all points of entry and exit and in the Facility's parking lot, if applicable, which shall be appropriate for the normal lighting conditions of the area under surveillance. In the event the delivery vehicles are parked overnight at the Facility, video surveillance will include the clear capture the vehicles. Cameras will be angled so as to allow for the capture of clear and certain identification of any Person entering or exiting Finest Trees or area.

Recordings from all video cameras at the Facility, which will be enabled to record 24 hours each day and be available for immediate viewing by the Commission on request for at least the preceding 90 calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer. Video cameras may use motion detection sensors to begin recording, so long as the motion detection sensor system provides an alert to designated employees of Finest Trees in a manner established in Finest Trees' written security procedures and approved by the Commission or a Commission Delegee. If a notice is received that the motion detection sensor is not working correctly, prompt action will be taken to make corrections and document those actions. Recordings will not be destroyed or altered and shall be retained as long as necessary if the Finest Trees is aware of a pending criminal, civil, or administrative investigation or legal proceeding for which the recording may contain relevant information. Finest Trees will be able to immediately produce a clear, color still image whether live or recorded with a date and time stamp embedded in all recordings, which shall be synchronized and set correctly at all times and will not significantly obscure the picture.

The security system will have the ability to remain operational during a power outage for a minimum of four hours and, if it appears likely that the outage will last for more than four hours, Finest Trees will take sufficient steps to ensure security on the Premises in consultation with the Commission. Video recording from the Facility will allow for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video will have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system. All recordings will be erased or destroyed prior to disposal. All security system equipment and recordings will be maintained in a secure location so as to prevent theft, loss, destruction and alterations. Finest Trees will have a back-up alarm system, with all the capabilities of the primary system, provided by a company supplying commercial grade equipment, which will not be the same company supplying the primary security system, or will demonstrate to the Commission's satisfaction alternate safeguards to ensure continuous

operation of a security system. Access to surveillance areas will be limited to Persons that are essential to surveillance operations, Law Enforcement Authorities acting within their lawful jurisdictions, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room will be available to the Commission on request. If the surveillance room is on-site, it shall remain locked and shall not be used for any other function. All security equipment will be in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

The outside perimeter of the Facility will be sufficiently lit to facilitate surveillance, where applicable and a perimeter alarm will be installed on all building entry and exit points and perimeter windows. Trees, bushes, and other foliage outside of Finest Trees will be maintained so as to prevent a Person or Persons from concealing themselves from sight. The security system will be equipped with a failure notification system that provides an audible, text or visual notification of any failure. The failure notification system will provide an alert to designated employees of the Marijuana Establishment within five minutes after the failure, either by telephone, email, or text message. In addition, a Duress Alarm, Panic Alarm or Holdup Alarm connected to local public safety or Law Enforcement Authorities will be installed on the Premises.

Finest Trees will share the security plan and procedures with Law Enforcement Authorities, including police and fire departments, in the municipality where the Marijuana Establishment is located and periodically updating Law Enforcement Authorities, police and fire departments, if the plans or procedures are modified in a material way.

VEHICLE SECURITY

Finest Trees will implement adequate security measures to ensure that each vehicle used for transportation of Products is not readily accessible to unauthorized individuals and to prevent and detect diversion, theft, or loss of Products. At a minimum, security measures for each operational delivery vehicle will include:

1. A vehicle security system that includes an exterior alarm;
2. For the purpose of transporting Products, a secure, locked storage compartment that is not easily removable;
3. For the purpose of transporting and securing cash used as payment for deliveries of Products, a secure, locked storage compartment that is not easily removable;
4. A secure means of communication between each vehicle and Finest Trees' dispatching location. The secure means of communication will be capable of being monitored at all times that a vehicle is performing a delivery route. Means of communication will include:
 - a. two-way digital or analog radio (UHF or VHF);
 - b. cellular phone; or
 - c. satellite phone.
5. A global positioning system (GPS) monitoring device that is:
 - a. Not a mobile device; and
 - b. Attached to the vehicle at all times that the vehicle contains Products; and
 - c. Monitored by Finest Trees at a fixed location during the transportation of Products for the purpose of home delivery with location checks occurring at least every 30

minutes. Finest Trees may delegate monitoring of the GPS to a Third-party Technology Platform Provider with whom Finest Trees has a contract, provided that Finest Trees will be responsible for ensuring that monitoring occurs as required under 935 CMR 500.000

6. A video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle. The video system will remain operational at all times during the entire transportation process and will have:
 - a. the ability to produce a clear color still photo whether live or recorded; and
 - b. A date and time stamp embedded in all recordings that will be synchronized and set correctly at all times and will not significantly obscure the picture.
7. All security equipment in each vehicle will be in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

Finest Trees agents engaged in the delivery of Products to a Customer will have on their person an operational body camera during all times that the Finest Trees agent is outside of the delivery vehicle for the purpose of transacting a delivery in accordance with Commission regulations and requirements.

Finest Trees agents transporting Products for home delivery will ensure that all vehicles used for deliveries are staffed with a minimum of two Finest Trees agents. At least one Finest Trees agent will remain with the vehicle at all times that the vehicle contains Products.

All Finest Trees agents acting as delivery employees of Finest Trees will have attended and successfully completed Responsible Vendor Training in accordance with 935 CMR 500.105(2)(b) prior to making a delivery, which will include, but may not be limited to, training on:

1. Safely conducting deliveries;
2. Safe cash handling practices;
3. Strategies for de-escalating potentially dangerous situations;
4. Collecting and communicating information to assist in investigations;
5. Procedures for checking identification;
6. Indications of impairment;
7. Notification to Customers of use of mandatory recording devices; and
8. Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

A Finest Trees agent will document and report any unusual discrepancy in inventory to the Commission and the local Law Enforcement Authorities in which Finest Trees is licensed within 24 hours of the discovery of such a discrepancy. Finest Trees will report to the Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport immediately and, under no circumstances, more than 24 hours of becoming aware of any accidents, diversions, losses, or other reportable incidents.

The following individuals will have access to Finest Trees operations and vehicles, including video recordings:

1. Representatives of the Commission in the course of responsibilities authorized by M.G.L. c. 94G or 935 CMR 500.000;
2. Representatives of other state agencies acting within their jurisdiction; and
3. Law enforcement, police and fire departments, and emergency medical services in the course of responding to an emergency.

935 CMR 500.000 will not be construed to prohibit access to authorized state or local Law Enforcement Authorities or public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction. All vehicles Finest Trees uses for home delivery are subject to inspection and approval by the Commission prior being put into use. Finest Trees understands it is responsible for making the Commission aware of its intent to introduce a new vehicle into operation and ensure an inspection of the vehicle prior to commencing operation.

Firearms are strictly prohibited from Finest Trees vehicles and from marijuana establishment agents performing home deliveries.

BENEFITS TO THE HOST COMMUNITY

Finest Trees looks forward to working cooperatively with its host community to ensure that Finest Trees operates as a responsible, contributing member of that community. Finest Trees will establish a mutually beneficial relationship with its host community in exchange for permitting Finest Trees to site and operate.

Finest Trees' host community stands to benefit in various ways, including but not limited to the following:

1. Jobs: Finest Trees will create new, full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Monetary Benefits: A Host Community Agreement with community impact fee payments will provide the host community with additional financial benefits beyond local property taxes.
3. Access to Quality Product: Finest Trees will allow Customers in the Commonwealth to have access to high quality Products that are tested for cannabinoid content and contaminants. Access will be such that it mitigates in-person transactions as much as possible, while reducing the congregation of individuals at retail establishments.
4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over Finest Trees' security systems and processes.
5. Responsibility: Finest Trees is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: Finest Trees' operations will help to contribute to the overall economic development of the local community.

MARKET RESEARCH

CUSTOMERS

Finest Trees will only deliver marijuana and marijuana products to customers ages 21 years and older that provide valid identification, as well as registered patients that possess an active

medical registration card issued by the Commission. Finest Trees will not deliver marijuana and marijuana products to registered patients from Finest Trees' Delivery Operator license (only via its Courier license and from registered Medical Marijuana Treatment Centers).

COMPETITORS

Finest Trees' competitors include other licensed Couriers and Delivery Operators in the Commonwealth. Being a certified Social Equity applicant puts Finest Trees in a unique position in the Massachusetts cannabis industry, as it allows Finest Trees to be one of a select few entities that can hold Courier and Delivery Operator licenses for a period of at least 36 months from the date the first Delivery Operator licensee receives a notice to commence operations. That lead time puts Finest Trees at a huge advantage over general applicants, allowing Finest Trees to carve out a niche in the industry, making its services essential for marijuana retailers and consumers alike.

STATE AND LOCAL COMPLIANCE

Finest Trees is a Massachusetts limited liability company. Finest Trees will maintain the company in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Finest Trees will apply for all state and local permits and approvals required to operate its Courier and Delivery Operator Licenses.

Finest Trees will also work cooperatively with various municipal departments to ensure that its proposed operations comply with all state and local codes, rules and regulations.

Finest Trees will remain current on the municipalities that it can deliver to, which will include the following locations:

- The municipality that Finest Trees is located in;
- Any municipality that allows for retail operations, whether or not a Marijuana Retailer is operational; and
- Any municipality that has notified the Commission that delivery may operate within its borders.

In determining what municipalities Finest Trees can deliver to, Finest Trees will rely in part on the Commission's Municipal Zoning Tracker: <https://mass-cannabis-control.com/municipaltracker/>. Additionally, Finest Trees will conduct its own research and will communicate directly with municipalities to further confirm the ability to make deliveries in such municipalities.

Finest Trees will maintain records, which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Finest Trees 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, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Finest Trees will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Finest Trees will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000. Vehicles used for delivery will carry liability insurance in an amount not less than \$1,000,000 combined single limit.

Prior to commencing operations, Finest Trees will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for winding down business operations. If Finest Trees is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Finest Trees has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

PRICING STRUCTURE

Finest Trees' pricing structure will vary based on market conditions and negotiations with retailers. Finest Trees plans to provide exceptional, efficient delivery services with a user-friendly interface and will price its services accordingly. Finest Trees and the retailers it contracts with will determine when and how the end Customer pays. Through the experience of its executive management team, Finest Trees is cognizant of competitive pricing structures and offering the most value it can to Customers and retailers.

MARKETING & SALES

GROWTH STRATEGY

Finest Trees' plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer experience for consumers, patients, and retailers; and
4. A caring and thoughtful staff made of consummate professionals.

As Finest Trees grows, Finest Trees plans to expand both the municipalities in which we offer delivery services and the number of delivery vehicles and agents we employ, thereby expanding our footprint in Massachusetts. Finest Trees will develop sales and financial benchmarks to determine whether and when we will expand our delivery services.

COMMUNICATION

Finest Trees will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Finest Trees will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Finest Trees will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Finest Trees will market its products and services to reach a wide range of qualified consumers.

Finest Trees will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

SALES

Finest Trees will sell its services by engaging Customers with a robust social media marketing campaign, while engaging Retailers with our top-of-the-line delivery services that can drastically increase their Customer base.

Finest Trees will ensure that all Products that are delivered to Customers are sold in tamper or child-resistant packaging. Packaging for Products sold to Customers, including any label or imprint affixed to any packaging containing Products or any exit packages, will not be attractive to minors.

Packaging for Products sold to Customers in multiple servings will allow a Customer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Finest Trees will not sell

multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any Product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

While engaging retailers, Finest Trees will ensure that packaging and labeling standards are met prior to agreeing to deliver Products for any retailer.

LOGO

Finest Trees will develop a brand name to be used for its advertising on its website, delivery platform, and social media accounts. The brand name will be discreet, unassuming, and will not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana. The logo will not be used for Finest Trees' vehicles, as those will have no external markings, words, or symbols that indicate the vehicle is being used for home delivery.

CLOSING REMARKS

Finest Trees has the experience and know-how to safely and efficiently deliver marijuana and marijuana products to consumers and registered, qualifying patients throughout the Commonwealth. Finest Trees hopes to bring its high-quality standards to adult-use consumers and registered, qualifying patients to provide them with convenient, expanded access to the products that they need without the continuous need to step outside of their homes. Finest Trees' security systems and technology-driven logistics will also help ensure safe and secure deliveries that will help deter and prevent diversion.

Finest Trees is well positioned in the cannabis delivery market to contribute to the continued growth of the Massachusetts cannabis industry. Finest Trees is comprised of a highly experienced team of successful operators and industry influencers working under an established framework of high quality standard operating procedures and growth strategies. We look forward to working cooperatively with municipalities, retailers, and consumers to increase access, spread financial benefits, and further reduce any stigmas associated with cannabis.

PLAN FOR OBTAINING LIABILITY INSURANCE

Finest Trees LLC (“Finest Trees”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Finest Trees will consider additional coverage based on availability and cost-benefit analysis.

Vehicles used for delivery by Finest Trees will carry liability insurance in an amount not less than \$1,000,000 combined single limit.

If adequate coverage is unavailable at a reasonable rate, Finest Trees will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Finest Trees will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

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

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

AGENT PERSONNEL RECORDS

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

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

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

AGENT BACKGROUND CHECKS

- In addition to completing the Commission’s agent registration process, all agents hired to work for Finest Trees will undergo a detailed background investigation prior to being granted access to a Finest Trees facility or vehicle or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Finest Trees pursuant to 935 CMR 500.030 and will be used by the Chief Executive Officer, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with Finest Trees.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Finest Trees will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Finest Trees will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Table B to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Finest Trees will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Finest Trees or the Commission.

PERSONNEL POLICIES AND TRAINING

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

Finest Trees will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Finest Trees' operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Firearms are strictly prohibited from Finest Trees vehicles and from Finest Trees agents performing home deliveries.

All individuals delivering Marijuana and Marijuana Products for Finest Trees directly to Consumers will be employees of Finest Trees and will hold a valid Finest Trees agent registration.

RECORDKEEPING

Finest Trees LLC (“Finest Trees”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Finest Trees documents. Records will be stored at Finest Trees in a locked room designated for record retention.

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

- Corporate Records

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

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

- Business Records

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

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Finest Trees.
- Personnel Records
 - At a minimum, Personnel Records will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Finest Trees and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Finest Trees will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory. Inventory records will be maintained as required by 935 CMR 500.105(8).
- Seed-to-Sale Tracking Records
 - Finest Trees will use Metrc as the seed-to-sale tracking software to maintain real-time inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, Finest Trees will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the

appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .

- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Finest Trees for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Finest Trees' jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are to be disposed of, Finest Trees will create and maintain a record of any marijuana or marijuana products returned to a Retailer for waste disposal. Finest Trees will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Finest Trees is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Finest Trees will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of Finest Trees' vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Finest Trees shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

- Closure
 - In the event Finest Trees closes, all records will be kept for at least two (2) years at Finest Trees' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Finest Trees will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures
Policies and Procedures related to Finest Trees' operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will be maintained as required by 935 CMR 500.105(1).
- License Renewal Records
 - Finest Trees shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

MANIFESTS

Every home delivery will have a manifest produced by the originating marijuana establishment. A manifest will be completed in duplicate, with the original manifest remaining with the originating marijuana retailer, and a copy to be kept with Finest Trees. The manifest will be signed by the consumer receiving the Products and the marijuana establishment agent acting on behalf of Finest Trees. A signed manifest will serve as the written record of the completion of the delivery.

The manifest must, at a minimum, include:

1. The originating marijuana retailer name, address, and License number;
2. The name and License number of Finest Trees;
3. The names and marijuana establishment agent numbers of the marijuana establishment agents performing the delivery;
4. The consumer's name and address;
5. A description of the Products being transported, including the weight and form or type of product;
6. Signature lines for the agents who transported the Products;
7. A signature line for consumer who receives the Products; and
8. The Finest Trees vehicle make, model, and license plate number.

The manifest will be maintained within the vehicle during the entire transportation process, until all deliveries are completed. All manifests will be retained for no less than one year and made available to the Commission upon request.

A separate log will be maintained for each delivery. For each delivery, Finest Trees agents will record:

1. The location of the originating marijuana establishment and date and time the vehicle leaves the location;
2. The mileage of the transporting vehicle at departure from the marijuana establishment, the mileage on arrival at each Consumer destination, and mileage on return to the marijuana establishment;
3. The date and time of departure from the marijuana establishment and arrival at each consumer destination for each delivery; and
4. An entry indicating the date and time of the last delivery in an order.

Finest Trees will ensure that all orders for delivery will comply with the regulations pursuant to 935 CMR 500.145(2).

THIRD-PARTY PLATFORMS

Finest Trees may use a third-party technology platform to facilitate the ordering of marijuana and marijuana products. This provider will comply with all privacy and consumer protection standards. Any agreement between Finest Trees and third-party technology platform provider will be available for inspection pursuant to 935 CMR 500.101 and control limitations pursuant to CMR 500.050(1)(a). Finest Trees will notify the Commission within five (5) days of any modification to an agreement with third-party technology platform provider and any new, additional, or assigned agreements with the provider.

DELIVERY AGREEMENTS

Finest Trees may deliver Marijuana or Marijuana Products directly to Consumers from a Marijuana Retailer or MTC with which the Delivery-only Licensee has a Delivery Agreement. A Marijuana Retailer that has entered into Delivery Agreements with Finest Trees for the purpose of transacting home deliveries to Consumers shall establish a Pre-verification process for Consumers who intend to place orders for delivery with the Marijuana Establishment. Finest Trees will only obtain Marijuana or Marijuana Products for delivery from a licensed Marijuana Retailer with which Finest Trees has a Delivery Agreement. All agreements between Finest Trees will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). The Commission will be notified in writing of any substantial modification to a Delivery Agreement.

RECORD-RETENTION

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

MAINTAINING OF FINANCIAL RECORDS

Finest Trees LLC (“Finest Trees”) operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission’s Adult Use of Marijuana regulations (935 CMR 500). Finest Trees will deliver marijuana and marijuana products directly to consumers from a Marijuana retailer or MTC with whom Finest Trees has a Delivery Agreement. All agreements between Finest Trees and a marijuana retailer will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). Finest Trees will notify the Commission of any substantial modifications to the delivery agreement. Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over nature.
- All applicable sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Finest Trees determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the financial recording system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Finest Trees will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant will provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC will be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.

DIVERSITY PLAN

Statement of Purpose

Finest Trees is dedicated to hiring diverse talent and ensuring that we treat our internal and external communities with respect. We believe that a successful cannabis industry is an equitable industry where the opportunity for advancement is available to all. We have identified several goals and initiatives to foster these values.

Goals

In order for Finest Trees to promote equity for the above-listed groups in its operations, Finest Trees has established the following goals:

- Recruit and retain a diverse and inclusive group of employees which includes, but is not limited to, women, minorities, veterans, persons with disabilities; and LGBTQ+ people, with the following specific employment percentage goals:
 - a. At least 40% women
 - b. At least 20% minorities
 - c. At least 5% veterans
 - d. At least 5% persons with disabilities
 - e. At least 5% individuals who identify as LGBTQ+
- Contract with diverse businesses for the purchase of marijuana product for delivery to Finest Trees customers; and the provision of other services required for the operation and maintenance of Finest Trees' operation, with the following goals:
 - a. 10% Women Owned
 - b. 10% Minority Owned
 - c. 5% Veteran Owned
 - d. 5% Persons with Disabilities Owned
 - e. 5% LGBTQ+ Owned

Programs

Finest Trees has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

- Post and update job opportunities as positions become available (but not less than annually) with a variety of recruitment sources, such as: Hire Autism, Black Career Network, Diversity Working, Recruit Disability, Pink Jobs (highly skilled LGBTQ candidates), We Work Remotely, Career Contessa (ambitious and highly engaged female talent), Female Executive Search (C-Suite female candidates), 70 Million Jobs (candidates with criminal records), and Hire Purpose (military spouses, veterans and service members) to reach a diverse audience.
- Utilize the Massachusetts Supplier Diversity Office and other available resources including the Cannabis Control Commission's public documents, to identify and prioritize the engagement of qualified vendors, suppliers, license holders, and contractors that are majority owned and controlled by diverse individuals.

Measurements

Finest Trees Management will administer the Plan and will be responsible for developing measurable outcomes to ensure Finest Trees continues to meet its commitments. Such

measurable outcomes, in accordance with Finest Trees' goals and programs described above, include:

- Documenting the number of employment opportunities posted on targeted recruitment sites, such as those listed above, and the number of diverse individuals interviewed and hired because of this program.
- Documenting the number of diverse suppliers, vendors, and contractors contacted for services, or products and the number of diverse companies that are engaged.

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

Acknowledgements

- Finest Trees will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Finest Trees will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state law.