



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1270
Original Issued Date: 11/18/2021
Issued Date: 11/18/2021
Expiration Date: 11/18/2022

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

**Marijuana Delivery Operator Pre-Certification
Number:**

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: KindRun Massachusetts, LLC

Phone Number: 508-494-5238 **Email Address:** ryan@topshelfcannaseurs.com

Business Address 1: 25 Harriman Rd **Business Address 2:**
Business City: Hudson **Business State:** MA **Business Zip Code:** 01749

Mailing Address 1: 25 Harriman Rd **Mailing Address 2:**
Mailing City: Hudson **Mailing State:** MA **Mailing Zip Code:** 01749

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a
DBE

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE303732

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51 **Percentage Of Control:** 100
Role: Owner / Partner **Other Role:**
First Name: Ryan **Middle Name:** Carroll **Last Name:** Cohen **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: Percentage of Ownership: 33

Entity Legal Name: KindRun Investments, LLC Entity DBA: DBA City:

Entity Description: Co-owner

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: Owns 33% of TSC Delivery LLC. Wholly-owned by KindRun LLC. No individual owners exceed 9.9%.

Entity with Direct or Indirect Authority 2

Percentage of Control: Percentage of Ownership: 33

Entity Legal Name: KindRun, LLC Entity DBA: DBA City:

Entity Description: Holding company

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: Owns 100% of KindRun Investments LLC. Wholly-owned by GreenRocket LLC. Same 33% specified for KindRun Investments. No individual owners exceed 9.9%.

Entity with Direct or Indirect Authority 3

Percentage of Control: Percentage of Ownership: 33

Entity Legal Name: GreenRocket, LLC Entity DBA: DBA City:

Entity Description: Holding company

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: Owns 100% of KindRun LLC. Partially owned by KreditForce LLC. Same 33% specified for KindRun LLC and KindRun Investments. No individual owners exceed 9.9%.

Entity with Direct or Indirect Authority 4

Percentage of Control: Percentage of Ownership: 17.5

Entity Legal Name: KreditForce, LLC Entity DBA: DBA City:

Entity Description: Holding company

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: Owns 53% of GreenRocket LLC, which owns KindRun entities, which own 33% of TSC Delivery LLC. KreditForce LLC is the only GreenRocket LLC shareholder owning 10% or greater, and the proportional ownership of TSC Delivery LLC conferred to KreditForce is 17.5%.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: GreenRocket, LLC Entity DBA:

Email: rishi@kreditforce.com Phone: 617-958-3300

Address 1: 5 Walpole St Address 2:

City: Dover State: MA Zip Code: 02030

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$50000 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: Ryan

Last Name: Cohen

Suffix:

Marijuana Establishment Name: Top Shelf Cannaseurs LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Hudson

Marijuana Establishment State: MA

Individual 2

First Name: Ryan

Last Name: Cohen

Suffix:

Marijuana Establishment Name: Top Shelf Cannaseurs LLC Business Type: Marijuana Cultivator

Marijuana Establishment City: Uxbridge

Marijuana Establishment State: MA

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 7 Kane Industrial Drive

Establishment Address 2:

Establishment City: Hudson

Establishment Zip Code: 01749

Approximate square footage of the establishment: 5900

How many abutters does this property have?: 7

Have all property abutters been notified of the intent to open a Marijuana Delivery Operator 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	TSC Delivery Plan to Remain Compliant with Local Zoning.pdf	pdf	6101a18cd07ddc0864d07562	07/28/2021
Certification of Host Community Agreement	host community agreement attestation_signed.pdf	pdf	6104208d324d4e3994c3a541	07/30/2021
Community Outreach Meeting Documentation	TSC Delivery COM Attestation RFI 2 Updated.pdf	pdf	6148b18d604619079ab7929d	09/20/2021
Community Outreach Meeting Documentation	COM Attendees.pdf	pdf	61534942578bf568253b7e38	09/28/2021

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	TSC Delivery - Positive Impact Plan vRFI Update 2021-09.pdf	pdf	613b8b4fd905310789ae5002	09/10/2021

Entity Description: Holding company

Phone: 617-958-3300

Email: rishi@kreditforce.com

Primary Business Address 1: 5 Walpole St

Primary Business Address 2:

Primary Business City: Dover

Primary Business State: MA

Principal Business Zip Code:
02030

Additional Information: Relationship description: Owns 53% of GreenRocket LLC, which owns KindRun entities, which own 33% of TSC Delivery LLC. KreditForce LLC is the only GreenRocket LLC shareholder owning 10% or greater, and the proportional ownership of TSC Delivery LLC conferred to KreditForce is 17.5%.

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	TSC delivery_good standing_june 2021.pdf	pdf	6101a586b27f97082de367c6	07/28/2021
Department of Unemployment Assistance - Certificate of Good standing	TSC Delivery DUE Certificate of Good Standing.pdf	pdf	6104226abde213399f80cb50	07/30/2021
Secretary of Commonwealth - Certificate of Good Standing	TSC Delivery SOC Certificate of Good Standing.pdf	pdf	6104227a029a6837bd70f718	07/30/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	TSC Delivery Cert of Organization.pdf	pdf	6101a1ef996a07084e661402	07/28/2021
Bylaws	TSC Delivery, LLC - Amended & Restated Operating Agreement [FINAL].docx.pdf	pdf	6104240d8a09343989a179af	07/30/2021

Massachusetts Business Identification Number: 001447104

Doing-Business-As Name: NOT APPLICABLE - Please disregard, application portal will not allow us to unselect a DBA Registration City

DBA Registration City: Hudson

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	TSC Delivery BP 2021.pdf	pdf	60b119fb2f000f35f6560dea	05/28/2021
Plan for Liability Insurance	TSCD Plan to Obtain Liability Insurance.pdf	pdf	60b11a017f6a513605329e10	05/28/2021
Proposed Timeline	TSC Delivery Timeline to Become Operational 2021-06-15.pdf	pdf	6101a2afc7a0ef087bc7fbdd	07/28/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	9. Dispensing Procedures.pdf	pdf	60b11a9a5f6249360c04f79f	05/28/2021
A plan to obtain marijuana and marijuana products	18. Plan to Obtain Marijuana.pdf	pdf	60b65b8a2f000f35f6561745	06/01/2021
Energy Compliance Plan	17. Energy Compliance Plan.pdf	pdf	60b65b99b6e664362922f7d0	06/01/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	3. Safe Delivery Procedures.pdf	pdf	60b6af9dbc5a361790ff1c	06/01/2021
Prevention of diversion	2. Prevention of Diversion.pdf	pdf	60b6afa71c4d833622ce8971	06/01/2021
Storage of marijuana	4. Storage of Marijuana.pdf	pdf	60b6afadb6e664362922fa18	06/01/2021
Transportation of marijuana	5. Transportation of Marijuana.pdf	pdf	60b6afb1e03d9635ef5bdfa1	06/01/2021
Maintenance of financial records	13. Maintaining of Financial Records.pdf	pdf	60b6afd0b0ce31363c8e09e5	06/01/2021
Inventory procedures	6. Inventory Procedures.pdf	pdf	60b6afd52f000f35f6561960	06/01/2021
Quality control and testing procedures	7. Quality Control and Testing.pdf	pdf	60b6afda5f6249360c050304	06/01/2021
Personnel policies	8. Personnel Policies Including Background Checks.pdf	pdf	60b6afdf86c10c3617e6708e	06/01/2021
Record-keeping procedures	12. Record Keeping Procedures.pdf	pdf	60b6afe3b0ce31363c8e09e9	06/01/2021
Qualifications and training	15. Qualifications and Training.pdf	pdf	60b6afef384f2636315c5af0	06/01/2021
A detailed plan for White Labeling	16. White Labeling Plan vRFI1.pdf	pdf	60e84e37629ad9037af1f866	07/09/2021
Security plan	1. Security Plan vRFI1.pdf	pdf	60e84e3c8d6c3f02b7d1b48d	07/09/2021
Diversity plan	TSC Delivery - Diversity Plan vRFI Update 2021-09.pdf	pdf	613b8b8a38fd57079451b127	09/10/2021

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM
Sunday From: 8:00 AM	Sunday To: 9:00 PM

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control

over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee 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 THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

Plan to Remain Compliant with Local Zoning

The proposed facility for the marijuana establishment of TSC Delivery, LLC (“TSC Delivery”) is located at **7 Kane Industrial Drive, in Hudson**. The address is currently zoned for General Use within the **M6 Industrial District**, as well as the **Marijuana Industrial Overlay District (“MIOD”)**, as defined by the Hudson Zoning Ordinance and Protective Zoning Bylaws.

A legal opinion has been furnished by the Town of Hudson stating that delivery operations are allowed under the current Zoning By-laws within the Marijuana Industrial Overlay District (MIOD) provided that the applicant receive approval from the Planning Board (Site Plan Review), the Board of Health, and the Zoning Board of Appeals (Special Permit).

According to Section 5.13.4 of the Town of Hudson Protective Zoning Bylaws, marijuana establishments must obtain the following permissions prior to operations:

1. An Application for **Special Permit** shall be filed with the Hudson Zoning Board of Appeals
2. Applicants shall first obtain **Site Plan Review** from the Hudson Planning Board as provided in Section 7.1.7 of the Zoning by-laws of the Town of Hudson. *This is a one-time requirement at start-up.*
3. Applicants must be **permitted by the Town of Hudson Board of Health** prior to issuance of any Occupancy Permit. *This is a one-time requirement at start-up.*

TSC Delivery's **Special Permit** will have a term limited to its control of the premises of the marijuana establishment. As long as TSC Delivery maintains operations at the location for which it obtains a Special Permit, TSC Delivery will maintain the Special Permit with no renewal required. However, as a condition of its Special Permit, TSC Delivery must file an **Annual Report** to the Special Permit Granting Authority (the Hudson Zoning Board of Appeals) and the Board of Health no later than January 31st, providing a copy of all current applicable state licenses for the center and/or its owners, and demonstrate continued compliance with the condition(s) of the Special Permit.

Pursuant to Section 5.13.5 of the Town of Hudson Protective Zoning Bylaws, TSC Delivery will comply with the **Use Regulations** as follows:

1. Allowed Marijuana Establishment uses within the MIOD shall be the following as defined in M.G.L. Chapter 94G: Independent Testing Laboratory, Marijuana Cultivator, and Marijuana Product Manufacturer;
 - a. *Note: A legal opinion has been furnished by the Town of Hudson stating that delivery operations are allowed under the current Zoning By-laws within the Marijuana Industrial Overlay District (MIOD) provided that the applicant receive approval from*

the Planning Board (Site Plan Review), the Board of Health, and the Zoning Board of Appeals (Special Permit)

2. All Marijuana Retail and adult uses as defined in M.G.L. Chapter 94G shall be prohibited within the MIOD;
3. All Marijuana Establishments within the MIOD shall be in a fixed location and not within a mobile facility;
4. No outside storage is permitted;
5. All Marijuana Establishments within the MIOD shall be located at least 500 feet from the property line of any school, daycare center, or library;
6. All Marijuana Establishments within in the MIOD shall not be located inside a building containing residential units including transient housing such as motels and dormitories;
7. Applicants shall provide the Special Permit Granting Authority with proposed security measures for the Marijuana Establishment within the MIOD, including lighting, fencing, gates, and alarms, to ensure the safety of persons and to protect the premises from theft;
8. No smoking, burning, consumption or ingestion of any product containing marijuana or marijuana related products shall be permitted on the premises of a Marijuana Establishment within in the MIOD;
9. All business signage shall be subject to the requirements as promulgated by the Cannabis Control Commission (935.CMR 500) and the requirements of the Hudson Protective Zoning Bylaw;
10. The hours of operation of the Marijuana Establishments within the MIOD shall be reviewed and approved set by the Special Permit Granting Authority;
11. The applicant shall provide express written authorization from the property owner of the proposed site;
12. No activities occurring on the premises of a marijuana establishment within the MIOD shall be displayed in the windows or on the building thereof, or be visible to the public from the pedestrian sidewalks or walkways or from other areas, public or semi-public, outside such facility or premises.
13. No odor from marijuana cultivation, processing, manufacturing, may be noxious or cause a nuisance, a danger to public health, or public comfort and convenience. Marijuana establishments shall incorporate odor control technology and provisions, and ensure that emissions do not violate M.G.L. Chapter 111, Section 31C, including but not limited to those specified for Odors. The Special Permit Granting Authority may impose reasonable conditions including, but not limited to signage, painting and lighting standards;
14. The Special Permit Granting Authority is authorized to grant the Special Permit if it finds all of the following:
 - a. the proposal is not contrary to the best interests of the inhabitants of the Town of Hudson;

- b. is in accordance with Section 8.2 of the Protective Zoning by-laws of the Town of Hudson;
 - c. is in harmony with the general purpose and intent of the protective zoning bylaw;
 - d. does not constitute a substantial detriment to the public good and is designed to minimize any adverse visual or public safety impacts on abutters and other parties of interest;
 - e. the Marijuana Establishment demonstrates that it has met the permitting requirements of all applicable state agencies;
 - f. the Marijuana facility project meets a demonstrated need of the community;
 - g. that the Marijuana Establishment provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of marijuana product are adequately secured;
 - h. that the Marijuana Establishment adequately addresses issues of traffic demand, circulation flow, parking and queuing, particularly at peak periods at the establishment and its impact on neighboring uses; and
 - i. the Applicant has satisfied all the conditions and requirements herein.
15. A Special Permit granted hereunder shall not be transferable and shall have a term limited to applicant's ownership or control of the premises of the Marijuana Establishment.

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:

Top Shelf Labs Massachusetts, LLC and TSC Delivery LLC

2. Name of applicant’s authorized representative:

Julia Germaine

3. Signature of applicant’s authorized representative:

Julia Germaine

Digitally signed by Julia Germaine
Date: 2021.06.15 15:43:47 -04'00'

4. Name of municipality:

Hudson

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

Thomas Gregory, Executive Assistant



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

Thomas Gregory

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).*):

tgregory@townofhudson.org

8. Host community agreement execution date:

6/15/21



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 14 June 2021
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:

b. Name of publication:

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:

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:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

TSC Delivery, LLC

Name of applicant's authorized representative:

Julia Germaine

Signature of applicant's authorized representative:

Julia Germaine

Digitally signed by Julia Germaine
Date: 2021.06.23 10:59:42 -04'00'

Notes regarding virtual meeting:

- Please see "Attachment D" for approval in writing from an Authorized Representative of the host community for a virtual Community Outreach Meeting
- Please see highlighted text in Attachments B and C as demonstration that instructions on how to join and participate in the meeting were provided (the same information was also included in the newspaper notice shown in Attachment A)
- 1 local resident/participant joined the virtual meeting
- A video recording will be attached to this application portal or will be emailed in Jody's attention at licensing@cccmass.com



Legal Notices

WAYLAND TREE HEARING 6/8/2021
LEGAL NOTICE
Public Hearing Town of Wayland Tree Warden
In accordance with Section 3 of Chapter 87 of the M.G.L. the Tree Warden and the Board of Public Works will take a Public Hearing which will take place via remote Zoom Meeting and/or phone call...

Table with columns: TREE #, STREET/LOCATION, SPECIES/DIAMETER. Lists various trees and their locations for a public hearing.

7 KANE INDUSTRIAL DRIVE
LEGAL NOTICE
Virtual Community Outreach Meeting
Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Adult Use Marijuana Production and Delivery Operator Establishment is scheduled for June 14, 2021 at 6 pm.

CC-46 PILGRIM ROAD
LEGAL NOTICE
HOLLISTON CONSERVATION COMMISSION
A Public Meeting will be held at 8:00 PM on June 8, 2021 via remote participation using Zoom...

CC-53 ALDEN ROAD
LEGAL NOTICE
HOLLISTON CONSERVATION COMMISSION
A Public Meeting will be held at 8:00 PM on June 8, 2021 via remote participation using Zoom...

CC-27 FRANCINE DRIVE
LEGAL NOTICE
HOLLISTON CONSERVATION COMMISSION
A Public Meeting will be held at 8:00 PM on June 8, 2021 via remote participation using Zoom...

LEGAL NOTICE
WATERS
Commonwealth of Massachusetts
The Probate Court Middlesex Division
Docket No. M121P0048EA

LEGAL NOTICE
INFORMAL PROBATE PUBLICATION NOTICE
Estate of: Martin R Waters
Date of Death: November 23, 2020

LEGAL NOTICE
WATERS
Commonwealth of Massachusetts
The Probate Court Middlesex Division
Docket No. M121P0048EA

LEGAL NOTICE
INFORMAL PROBATE PUBLICATION NOTICE
Estate of: Martin R Waters
Date of Death: November 23, 2020

LEGAL NOTICE
WATERS
Commonwealth of Massachusetts
The Probate Court Middlesex Division
Docket No. M121P0048EA

LEGAL NOTICE
INFORMAL PROBATE PUBLICATION NOTICE
Estate of: Martin R Waters
Date of Death: November 23, 2020

Petition of Denis Ingham AIA for a Variance for a proposed addition to current home within side yard setback pursuant to 91V E.2 and Appendix B...

LEGAL NOTICE
SIGN APPLICATIONS: Any appeal from these decisions shall be made pursuant to Sign Bylaw 51.12.6.1 and must be filed within sixty (60) days after the date of filing of this Decision in the Office of the City Clerk.

LEGAL NOTICE
ZBA 16 PEARL STREET
TOWN OF HOLLISTON ZONING BOARD OF APPEALS
In accordance with the Town of Holliston Zoning By-Laws and M.G.L. c. 40A, s.8 and 15, the Board will hold a public hearing at 7:10 p.m. on Wednesday, June 2, 2021 in the Selectmen's Meeting Room...

LEGAL NOTICE
LIVERY LICENSE
Town of Ashland
Notice is hereby given that the Select Board will conduct a hearing regarding an application for a Livery License.

LEGAL NOTICE
ZBA 27 DEAN ROAD
TOWN OF HOLLISTON ZONING BOARD OF APPEALS
In accordance with the Town of Holliston Zoning By-Laws and M.G.L. c. 40A, s.8 and 15, the Board will hold a public hearing at 7:15 p.m. on Wednesday, June 16, 2021 in the Selectmen's Meeting Room...

LEGAL NOTICE
PB/37 POPE STREET
HUDSON PLANNING BOARD
Pursuant to Section 7.1.7 and Section 9.4 of the Town of Hudson Zoning By-Laws, Notice is hereby given of a Public Hearing to be held by the Hudson Planning Board on Tuesday, June 15, 2021 at 7:00 p.m. in the Selectmen's Hearing Room...

LEGAL NOTICE
ZBA 115 FAIRVIEW STREET
TOWN OF HOLLISTON ZONING BOARD OF APPEALS
In accordance with the Town of Holliston Zoning By-Laws and M.G.L. c. 40A, s.8 and 15, the Board will hold a public hearing at 7:05 p.m. on Wednesday, June 16, 2021 in the Selectmen's Meeting Room...

LEGAL NOTICE
618R WAVERLY STREET
FRAMINGHAM, MASSACHUSETTS
RELEASE TRACKING NUMBER (RTN) 3-36463
Pursuant to the Massachusetts Contingency Plan, (310 CMR 40.0460) an Initial Site Investigation and Tier Classification has been performed at the above-referenced location.

LEGAL NOTICE
ZBA 69/21 HEARING
FRAMINGHAM ZONING BOARD OF APPEALS - NOTICE OF PUBLIC HEARING
Notice is hereby given that the Zoning Board of Appeals will hold a public hearing on Wednesday, June 9, 2021 in the Abland Room at the Memorial Building, 150 Concord Street, Framingham, OR via remote conference, to consider:

LEGAL NOTICE
ZBA 981 WORCESTER ROAD, LLC
Special Permit and Variance to allow an addition of a second floor with 2 residential units on a non-conforming lot area pursuant to 91D.8.B. & 91V.E.2 of the Zoning Ordinance...

LEGAL NOTICE
ZBA 1911 JEFFERSON STREET
Special Permit and Variance to allow a single-family dwelling on a lot that already exceeds lot coverage maximum in H-1 Zone pursuant to 91V.E.2 of the Zoning Ordinance...

LEGAL NOTICE
ZBA 1911 JEFFERSON STREET
Special Permit and Variance to allow a single-family dwelling on a lot that already exceeds lot coverage maximum in H-1 Zone pursuant to 91V.E.2 of the Zoning Ordinance...

LEGAL NOTICE
ZBA 1911 JEFFERSON STREET
Special Permit and Variance to allow a single-family dwelling on a lot that already exceeds lot coverage maximum in H-1 Zone pursuant to 91V.E.2 of the Zoning Ordinance...

LEGAL NOTICE
ZBA 1911 JEFFERSON STREET
Special Permit and Variance to allow a single-family dwelling on a lot that already exceeds lot coverage maximum in H-1 Zone pursuant to 91V.E.2 of the Zoning Ordinance...

Petition of Blinds To Go for Reconsideration of the Decision and Variance to allow an excess letter height (36 inch high letters) and sign area in Wall Signage pursuant to 91D.8.B. & 91V.E.2 (Chart 1) of the Zoning Ordinance...

LEGAL NOTICE
ZBA 1911 JEFFERSON STREET
Special Permit and Variance to allow a single-family dwelling on a lot that already exceeds lot coverage maximum in H-1 Zone pursuant to 91V.E.2 of the Zoning Ordinance...

LEGAL NOTICE
ZBA 1911 JEFFERSON STREET
Special Permit and Variance to allow a single-family dwelling on a lot that already exceeds lot coverage maximum in H-1 Zone pursuant to 91V.E.2 of the Zoning Ordinance...

LEGAL NOTICE
ZBA 1911 JEFFERSON STREET
Special Permit and Variance to allow a single-family dwelling on a lot that already exceeds lot coverage maximum in H-1 Zone pursuant to 91V.E.2 of the Zoning Ordinance...

LEGAL NOTICE
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Legal Notices

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Risky, impatient climbers bring danger to highest peak in US

Jeffrey Collins ASSOCIATED PRESS

Rangers who keep an eye on North America's highest mountain peak say impatient and inexperienced climbers are taking more risks and endangering themselves and other climbers after a year off because of the COVID-19 pandemic.

Denali in southern Alaska is 20,310 feet above sea level and requires a level of expertise and acclimation to high altitudes not needed for climbing most peaks in the U.S.

"We have seen a disturbing amount of over-confidence paired with inexperience in the Alaska Range," the National Park Service wrote in a statement issued Thursday.

The remoteness and extreme weather in Alaska pose extra risks, even for climbers who may have a good deal of experience at elevations up to 14,000 feet in the Lower 48.

After reporting no deaths in 2018 and 2019, at least two people have already died on the mountain in 2021. Two others were seriously injured, authorities said.

Earlier this month, a skier from Colorado died after falling into a crevasse. A climber from Idaho was killed by a falling block of glacier ice, rangers reported.

The rangers issued their statement after a Canadian climber was seriously injured in a nearly 1,000-foot fall. He was not wearing ropes.

Other climbers reported the fall, and a nearby helicopter doing glacier surveys was able to rescue the man, park officials said.

In recent years, rangers said they have seen more climbers try to make Denali's summit by climbing the 7,000 feet from the final base camp to the top in one day, which is almost impossible except for the most experienced climbers.

"Exhaustion, untested physiological response to high altitude, rapidly changing weather and insufficient gear on such a long push are all factors we have seen contribute to injuries and deaths," the Park Service statement said.

Experts recommend taking 17 to 21 days to climb Denali. That includes rest days and extra days to wait out extreme weather. Many expeditions get "desperation, impatience and summit fever" when they are running out of days and take risks, rangers said.

Officials at Denali also are seeing people leave their original climbing groups after reaching the final base camp at 14,000 feet when the groups are reluctant to go for the summit.

Instead, the climbers join other groups or individuals they just met. Sometimes those people get too sick to keep going and are crammed into tents with other more prepared climbers, using their water and fuel.

"A number of climbing teams have had their own summit bids disrupted or ruined by the need to care for these climbers," the statement said.

JOBS wickedlocaljobs.com

Attachment B

Virtual Community Outreach Meeting

Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Adult Use Marijuana Product Manufacturing and Delivery Operator Establishment is scheduled for June 14, 2021 at 6 pm. The meeting will include discussion about the proposed use per M.G.L. ch. 94G and Cannabis Control Commission's regulations at 935 CMR 500 et seq. Members of the public are invited to join and ask questions. The Virtual Community Outreach Meeting will be available at the following link and phone number. Link: <https://zoom.us/j/4597902182>. Telephone: 646.558.8656. Meeting ID: 459 790 2182. The proposed Adult Use Marijuana Establishment is located at 7 Kane Industrial Drive, Hudson, MA 01749.

Contact:

Julia Germaine

julia@kreditforce.com

+1.207.408.1748

Attachment C

Virtual Community Outreach Meeting

Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Adult Use Marijuana Product Manufacturing and Delivery Operator Establishment is scheduled for June 14, 2021 at 6 pm. The meeting will include discussion about the proposed use per M.G.L. ch. 94G and Cannabis Control Commission's regulations at 935 CMR 500 et seq. Members of the public are invited to join and ask questions. The Virtual Community Outreach Meeting will be available at the following link and phone number. Link: <https://zoom.us/j/4597902182>. Telephone: 646.558.8656. Meeting ID: 459 790 2182. The proposed Adult Use Marijuana Establishment is located at 7 Kane Industrial Drive, Hudson, MA 01749.

Contact:

Julia Germaine

julia@kreditforce.com


+1.207.408.1748

Attachment D

16 September 2021

To Cannabis Control Commission Licensing:

As the Authorized Representative of the Town of Hudson, I write to provide retroactive notice of approval for TSC Delivery and Top Shelf Labs Massachusetts to hold a virtual Community Outreach Meeting for purposes of Marijuana Establishment licensing. The meeting was conducted on 15 June 2021.


Thomas Gregory
Executive Assistant
Town of Hudson

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

September 28, 2021

RE: Community Outreach Meeting

To whom it may concern:

The purpose of this letter is to verify that one (1) member of the local community attended to Community Outreach Meeting hosted virtually by TSC Delivery, LLC on June 14, 2021.

If you have any questions or concerns, I can be reached at ryan@topshelfcannaseurs.com.

Sincerely,

Ryan Cohen
Owner of TSC Delivery LLC

Positive Impact Plan

This Positive Impact Plan will outline the Goals, Programs, and Measurements defined by the Cannabis Control Commission (“CCC” or “Commission”) of the initiatives TSC Delivery, LLC (“TSC Delivery”) plans to engage in, in order to positively impact disproportionately impacted people/groups as defined the by Commission. Specifically, TSC Delivery has decided to focus this plan on benefitting:

- Past or present residents of **Worcester**, which have been identified by the Commission as disproportionately impacted people;
- Commission-designated **Economic Empowerment Priority applicants**; and
- Commission-designated **Social Equity Program participants**.

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

TSC Delivery has outlined methods in which the goals and programs will be tracked and measured for success. Measuring the success of programs is critical in being able to accurately report to the Commission when applying to renew the license. One month before the submission to renew a TSC Delivery license, designated TSC Delivery agents, including members of management, will meet to review the Positive Impact Plan. In the internal review, TSC Delivery will evaluate the plan and measurements, analyzing successes and failures, and addressing potential adjustments. The General Manager is responsible for guiding and ensuring the success of this plan and will update the CEO on progress monthly.

Goals, Programs, and Metrics

Goal #1 - Actively participate in job recruitment and give preferences to hire individuals who are from the disproportionately impact area of Worcester.

- Program: Participate in job fairs that target individuals who are from the disproportionately impact area of Worcester. TSC Delivery will organize and conduct its own job fairs, specific to and timed to support its own staffing needs. Job fairs will be advertised, at minimum, on social media and the Worcester Telegram & Gazette. TSC Delivery will conduct at least one Worcester-focused job fair per year.
- Metric: TSC Delivery will host at least one (1) Worcester-focused job fair annually; and will strive to hire at least 5% of its staff as past or present Worcester residents from the following census tracts:

- Census Tract 7302, Worcester County, Massachusetts 730200
- Census Tract 7305, Worcester County, Massachusetts 730500
- Census Tract 7310.02, Worcester County, Massachusetts 731002
- Census Tract 7312.03, Worcester County, Massachusetts 731203
- Census Tract 7312.04, Worcester County, Massachusetts 731204
- Census Tract 7313, Worcester County, Massachusetts 731300
- Census Tract 7314, Worcester County, Massachusetts 731400
- Census Tract 7315, Worcester County, Massachusetts 731500
- Census Tract 7317, Worcester County, Massachusetts 731700
- Census Tract 7318, Worcester County, Massachusetts 731800
- Census Tract 7323.02, Worcester County, Massachusetts 732302
- Census Tract 7324, Worcester County, Massachusetts 732400
- Census Tract 7327, Worcester County, Massachusetts 732700
- Census Tract 7330, Worcester County, Massachusetts 733000
- Data Source: Accounting, compliance, HR records
- Qualitative metric: TSC Delivery will expect over time for job fairs attended to increase, in order to connect with more interested employees from the disproportionate impact area of Worcester. TSC Delivery will give hiring preference to qualified individuals who are past or present residents of Worcester.

Goal #2 - Purchase cannabis products for sale from Economic Empowerment- and Social Equity- owned businesses.

- Program: Actively seek and develop long-term supply agreements with Economic Empowerment- and Social Equity- owned businesses, to purchase cannabis products from those businesses.
- Metric: Execute and complete wholesale product supply agreements with at least three (3) Economic Empowerment- and Social Equity- owned businesses.
- Data source: Accounting, compliance, HR records
- Qualitative Metric: TSC Delivery will expect over time for long-term supply agreements to increase, in order to develop relationships with more Economic Empowerment- and Social Equity businesses.



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: 001447104

1. The exact name of the limited liability company is: TSC DELIVERY LLC

2a. Location of its principal office:

No. and Street: 25 HARRIMAN RD
 City or Town: HUDSON State: MA Zip: 01749 Country: USA

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

No. and Street: 25 HARRIMAN RD
 City or Town: HUDSON State: MA Zip: 01749 Country: USA

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

TO CONDUCT ALL LAWFUL BUSINESS PURSUANT TO THE LAWS OF THE COMMONWEALTH. TO SECURE A LICENSE FROM THE CANNABIS CONTROL COMMISSION. THE ENTITY WILL NOT ENGAGE IN THE SALE OR CULTIVATION OF MARIJUANA OR ANY OF THE RELATED REGULATED PRODUCTS WITHOUT A LICENSE FROM THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: RYAN COHEN
 No. and Street: 25 HARRIMAN RD
 City or Town: HUDSON State: MA Zip: 01749-2718 Country: USA

I, RYAN COHEN 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	RYAN COHEN	25 HARRIMAN RD HUDSON, MA 01749 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:

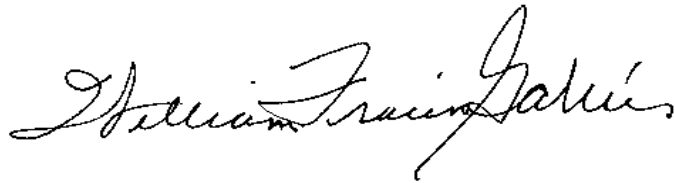
**SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of July, 2020,
RYAN COHEN**

(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:

July 10, 2020 12:13 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXECUTION COPY

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
TSC DELIVERY, LLC
A MASSACHUSETTS LIMITED LIABILITY COMPANY
Dated as of December 31, 2020

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

TSC DELIVERY, LLC

A MASSACHUSETTS LIMITED LIABILITY COMPANY

This Amended and Restated Operating Agreement (as the same may be amended from time to time, this “**Agreement**”) of TSC Delivery, LLC, a Massachusetts limited liability (the “**Company**”), is entered into as of December 31, 2020, by and among the Company and the parties listed on Exhibit A hereto. The parties listed on Exhibit A, as the same may be amended from time to time in accordance with the provisions of this Agreement, are individually referred to as a “**Member**” and collectively as the “**Members**”.

WHEREAS, the Company was formed pursuant to the Massachusetts Limited Liability Company Act, as amended (the “**Act**”) by filing the Certificate of Organization with the office of the Secretary of the Commonwealth of Massachusetts on July 10, 2020;

WHEREAS, certain of the Members are currently each a party to the Operating Agreement of the Company, dated July 10, 2020 (as amended, the “**Existing Agreement**”);

WHEREAS, the Company desires to amend and restate the Existing Agreement in its entirety, and has obtained the necessary consent of the requisite Members currently a party to the Existing Agreement to effect such amendment and restatement; and

WHEREAS, the Company desires to set forth certain matters with respect to the Company in this Agreement, including with respect to the affairs of the Company, and the respective rights and obligations of the parties hereto, all in accordance with and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend and restate the Existing Agreement in its entirety as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Certain Defined Terms

The following capitalized terms shall have the following meanings when used in this Agreement.

Accounting Period means the period beginning on the day immediately succeeding the last day of the immediately preceding accounting period (or, in the case of the first accounting

period, the date of this Agreement) and ending on the earliest to occur of the following: (i) the last day of the fiscal year; (ii) the day immediately preceding the day on which a new Member is admitted to the Company; or (iii) the date of termination of the Company in accordance with this Agreement.

Accredited Investor means accredited investor as such term is defined in Regulation D promulgated under the Securities Act by virtue of such Member's income or net worth.

Act has the meaning ascribed to it in the Recitals of this Agreement.

Affiliate means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such particular Person. For purposes of this definition, control (including, with correlative meaning, the terms controlled by and under common control with), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct and cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

Agreement has the meaning ascribed to it in the preamble of this Agreement.

Applicable Law means, relative to any Person, (i) all provisions of laws, statutes, ordinances, rules, regulations, requirements, restrictions, permits, certificates or orders of any Governmental Authority applicable to such Person or any of its assets or property and (ii) all judgments, injunctions, orders and decrees of all courts and arbitrators in proceedings or actions in which such Person is a party or by which any of its assets or properties are bound.

Assets means the assets, tangible and intangible, including, without limitation, all land, real property, personal property, building, equipment, fixtures, signage, furnishings, supplies, leasehold improvements, cannabis licenses, host community agreements, license applications, and any other licenses or permits, inventory, properties or assets, executory contracts and associated resources, related to the Company.

Authorized Capital means the Units authorized for issuance by the Board of Managers pursuant to the terms of this Agreement, which capital may be comprised of one or more classes of Units with the relative rights, preferences and designations provided for in Article 9.

Available Cash Flow has the meaning ascribed to it in Section 10.1.

Background Party has the meaning ascribed to it in Section 3.9(b).

Board or **Board of Managers** means the managers responsible for management of the Company, all in accordance with applicable provisions of the Act and this Agreement.

Capital Contribution means, as to each Member, the amount of new capital or other valuable consideration specified next to such Member's name in Exhibit A, and any subsequent capital contribution made by a current or new Member to the Company.

Capital Transaction means any of the following events, other than in the ordinary course of business: (i) the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary; (ii) a merger or consolidation of the Company with or into another Person; (iii) a reorganization, business combination or the sale by the Company of the Company's Units after the consummation of which the Members of the Company immediately before such transaction own in the aggregate less than fifty percent (50%) of the Company's equity voting power after the transaction; (iv) the sale, lease or other disposition by the Company of all or substantially all of the Company's assets to another entity, in a single transaction or series of transactions, which is not consummated in connection with a Liquidation Event; (v) Qualified IPO.

CCC means the Commonwealth of Massachusetts' Cannabis Control Commission (or such successor or replacement governing body).

Certificate means the certificate of organization of the Company filed with the Massachusetts Secretary of State, as it may be amended.

Class or **Classes of Units** means, as applicable, the Class A and Class B Units or such other newly created class of Units authorized and/or issued after the Effective Date.

Class A Managers has the meaning ascribed to it in Section 4.2.

Class A Member(s) means the holder or holders of issued and outstanding Class A Units.

Class A Unit(s) means the voting Class A Units of the Company.

Class B Managers has the meaning ascribed to it in Section 4.2.

Class B Member(s) means the holder or holders of issued and outstanding Class B Units.

Class B Unit(s) means the voting Class B Units of the Company.

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

Company has the meaning ascribed to it in the preamble of this Agreement.

Companies means the Company and its affiliate, Top Shelf Labs.

CRB Person means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature with a cannabis related business that is operating in or providing services or products to the cannabis industry.

Dissolution Event has the meaning ascribed to it in Section 12.1.

Distributions means those distributions made to the Members under this Agreement.

Drag-Along Member has the meaning ascribed to it in Section 7.7(a).

Effective Date means the date of this Agreement.

Exchange Act means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

Exclusivity Period means the three (3) year or such other Social Equity exclusivity period requirements for the delivery license regulations promulgated by the CCC.

Governmental Authority means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

Initial Capital Contribution means the Capital Contribution of each Member, as set forth in Exhibit A.

Insider(s) has the meaning ascribed to it in Section 4.14(a).

Lease(s) means those certain leases or subleases that the Company, Top Shelf Cannaseurs, or Top Shelf Labs intend to enter into for the premises located at 56 Industrial Drive, Uxbridge, MA.

Manager means any member of the Board of Managers.

Members means any of the Persons admitted as members of the Company pursuant to the terms of this Agreement and the Act, prior to the time of withdrawal of such Person, in such Person's capacity as a member, which members hold in the aggregate all of the issued and outstanding Units of the Company. The Members shall constitute the members of the Company, as such term is defined in the Act.

Opportunities has the meaning ascribed to it in Section 3.9(d).

Permitted Transfer has the meaning ascribed to it in Section 7.3(a).

Person means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature.

Person or Entity Having Direct or Indirect Control shall mean collectively, "Persons or Entities Having Direct Control" and/or "Persons or Entities Having Indirect Control," each as defined in 935 C.M.R. 500.002, or any equivalent definition in any other state in which the Company possesses or is pursuing cannabis related licensure

Preferred Return means the annual 10% cumulative, compounding dividend ("**Accruing Dividends**") payable by the Company to the Class B Members, which shall accrue from and after the date of the issuance of any Class B Units. Accruing Dividends shall accrue from the date each Class B Member funds its initial Capital Contribution and such Accruing Dividends shall be cumulative. The Company shall start to make distributions of the Preferred Return (a) pursuant to Section 10.2(a)(i) hereunder upon the Company having sufficient Available Cash Flow to commence making Distributions; and (b) immediately, in the event of a Capital Transaction under Section 10.2(a)(ii). Upon (a) repayment of a Member's Class B Preferred Amount, (b) a Qualified IPO (as defined below) or (c) exchange of a Member's security in the Company in connection with

a reverse merger or similar transaction related to a Qualified IPO, such Preferred Return to such Member shall cease immediately. In connection with a Qualified IPO, the Board of Managers may decide to pay accrued dividends, in whole or in part, or pay the outstanding accrued dividend, in shares in the Qualified IPO based on the issuance per share price.

Pro Rata Portion has the meaning ascribed to it in Sections 7.4(b) and 7.5(b).

Public Exchange means the OTCQB, the OTCQX, the OTC Pink Markets, the New York Stock Exchange, the New York Stock Exchange American, an exchange owned by Nasdaq Inc., the Toronto Stock Exchange, the Canadian Securities Exchange, the London Stock Exchange, or any other comparable established public securities exchange or over-the-counter trading system (or any successor to any of the foregoing).

Qualified IPO shall mean an event, transaction, or series of related events and/or transactions, resulting in the public listing of the Company, the Company's assets, any membership or other equity interest in the Company, the Company's Units, or any other securities of the Company, including (a) the consummation of a sale of IPO Securities, upon a firm commitment underwritten public offering led by a nationally recognized underwriting firm pursuant to an effective registration of offering statement under the Securities Act, following which the IPO Securities shall have been sold to the public and shall be quoted or listed, as applicable, on a Public Exchange; (b) the direct listing of securities of the Company on a Public Exchange; (c) a reverse merger or reverse takeover of the Company by a Person that is listed on a Public Exchange; (d) the acquisition of the Company, resulting in the exchange of Units or other membership interests of the Company for the securities of a publicly traded company; or (e) some other similar event, transaction, series of events and/or transactions, or public listing of the Company's assets, the Company, any membership interest in the Company, the Company's Units, or any other securities of the Company.

Relative means any parent, spouse, brother, sister, child, grandchild or relationship by marriage to or of any Member, or a member thereof, who is a natural person, as the case may be.

ROFO Acceptance has the meaning ascribed to it in Section 7.4(a).

ROFO Purchasing Member has the meaning ascribed to it in Section 7.4(a).

ROFO Sale Notice has the meaning ascribed to it in Section 7.4(a).

ROFO Sale Terms has the meaning ascribed to it in Section 7.4(a).

ROFO Selling Member has the meaning ascribed to it in Section 7.4(a).

ROFO Third-Party Purchaser has the meaning ascribed to it in Section 7.4(c).

ROFR Acceptance has the meaning ascribed to it in Section 7.5(a).

ROFR Purchasing Member has the meaning ascribed to it in Section 7.5(a).

ROFR Sale Notice has the meaning ascribed to it in Section 7.5(a).

ROFR Sale Terms has the meaning ascribed to it in Section 7.5(a).

ROFR Selling Member has the meaning ascribed to it in Section 7.5(a).

ROFR Third-Party Purchaser has the meaning ascribed to it in Section 7.5(a).

SEC means the Securities and Exchange Commission.

Securities Act means the Securities Act of 1933, as amended.

State means the Commonwealth of Massachusetts.

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

Super Majority Vote of the Board of Managers means the vote of at least seventy-five percent (75%) of the Board members.

Top Shelf Cannaseurs means Top Shelf Cannaseurs, LLC.

Top Shelf Labs means Top Shelf Labs Massachusetts, LLC.

Transfer means the sale, exchange, assignment, transfer, pledge, hypothecation or otherwise encumbrance, alienation or disposal of, voluntarily or by operation of law, all or any portion of, or right in or to, the Units.

Treasury Regulations means any regulations promulgated under the Code.

Units means limited liability company interests that are denominated as units of authorized capital of the Company from time to time outstanding, which as of the Effective Date consist of Class A Units and Class B Units.

Unreturned Capital means, with respect to any Class B Unit, an amount equal to the aggregate Capital Contributions made or deemed made in respect of such Class B Unit minus the amount of distributions made in respect of such Class B Unit in return of capital.

ARTICLE 2

GENERAL

Section 2.1 Preliminary Statement

The Company was formed by the filing of the Certificate with the Secretary of the Commonwealth of Massachusetts on July 10, 2020. The purposes of this Agreement are to (i) set forth the rights, obligations and duties of the Members and the Company and (ii) adopt this Agreement as the Limited Liability Company Agreement of the Company, as contemplated by the Act. To the extent that the rights, powers, duties, obligations or liabilities of any Member are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. The Board of Managers shall from time to time take all actions which it may deem to be necessary or advisable for the continuation of the Company as a limited liability company under the Act and qualify the Company to act in any other state where the Board of Managers deems qualification necessary or desirable, so long as the liability of the Members is limited in substantially the same manner as provided under the Act and this Agreement.

Section 2.2 Name

The name of the Company shall be TSC Delivery, LLC or such other name or names as may be designated by the Board; provided that the name shall always contain the words "limited liability company" or the abbreviation "LLC". The Board shall give prompt notice to the Members of any change to the name of the Company. The Company may conduct business under any assumed or fictitious name required by applicable law or otherwise deemed desirable by the Board.

Section 2.3 Office

As of the date hereof, the principal office of the Company is located at 56 Industrial Drive, Uxbridge, MA 01569. The registered office of the Company in Massachusetts is 56 Industrial Drive, Uxbridge, MA 01569 and its agent for service of process in Massachusetts is Ryan Cohen. The Board of Managers may, in its discretion, relocate the principal office or appoint a different agent for service of process.

Section 2.4 Fiscal Year

The fiscal year of the Company shall end on December 31, or such other day as the Board of Managers from time to time shall determine.

Section 2.5 Duration

The Company shall have a perpetual term, unless a specific term is set forth in its Certificate. The Company may be dissolved pursuant to this Agreement.

Section 2.6 Purposes of the Company

The Company's business is to acquire and hold the requisite licensing in the Commonwealth to operate and own the maximum amount of cannabis delivery licenses as permissible under applicable state law to operate delivery companies, as well as engage in all ancillary activities directly or indirectly related to such purpose and engage in any and all other lawful activities permitted under the Act.

Section 2.7 Power and Authority

(a) Subject to the provisions of this Agreement, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental in furtherance of the purposes set forth in Section 2.6 above, including, without limitation, the power:

(i) to conduct its business and carry on its operations in such manner(s) as may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(ii) to acquire by purchase, lease, contribution to capital or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, develop, sell, convey, mortgage, transfer, dispose of, property, real or personal, tangible or intangible, that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(iii) to enter into, perform and carry out contracts of every kind and description, including, without limitation, contracts with Insiders, any Affiliates of Insiders, or any agents of the Company (collectively, the "**Insider Contracts**") necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company, subject to Section 4.14;

(iv) to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company including, without limitation, the purchase, sale, transfer, pledge and exercise of all rights, privileges and incidents of ownership or possession with respect to any Company asset or liability; and to secure the payment of any Company obligation by hypothecation or pledge of Company assets;

(v) to lend money for any proper purpose, to invest and re-invest its funds and to take and hold real and personal property to secure the payment of funds so loaned or invested;

(vi) to sue and be sued, complain and defend and participate in administrative or other proceedings;

(vii) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(viii) to indemnify any Person in accordance with the Act or this Agreement;

(ix) to obtain any and all types of insurance;

(x) to cease its activities and cancel its Certificate;

(xi) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of its assets or liabilities;

(xii) to borrow money and issue evidence of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other liens on the assets of the Company;

(xiii) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability; and

(xiv) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company.

(b) Subject to the provisions of this Agreement, (i) the Company may, with the approval of the Board of Managers, enter into and perform any and all documents, agreements and instruments contemplated hereby, all without any further vote, act or approval of any other Members, and (ii) the Board of Managers may authorize any person, including any Member or officer to enter into and perform any document, instrument or agreement on behalf of the Company.

Section 2.8 No State Law Partnership

The Members intend that the Company shall not be a partnership, either general or limited, or a joint venture in that no Member or officer shall be a partner or joint venturer of any other Member or officer for any purpose, and this Agreement shall not be construed to the contrary.

ARTICLE 3

MEMBERS

Section 3.1 Place of Meetings

Any meeting of the Members shall be held at the principal office of the Company or at such other place, within or without the Commonwealth of Massachusetts, as shall be designated by the Board of Managers, including without limitation telephonic meetings pursuant to Section 3.5.

Section 3.2 Notice of Member Meetings

Meetings of the Members may be held without call or notice at such places and at such times as the Board may from time to time determine; *provided, however*, if the vote of the Class B Member is required at such meeting, then written notice of the meeting to all Members shall be given by, or at the direction of, the person or persons calling such meeting at least three (3) days

prior to the date of giving of such notice. Such notice shall specify the purpose of the meeting and be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to each Member. Such notice shall specify the place, day and hour of the meeting.

Section 3.3 Waiver of Notice

A waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the date stated therein, shall be deemed equivalent to the giving of such notice. Notice of a meeting need not be given to a Member who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Member. Unless otherwise required by law, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting.

Section 3.4 Quorum

With respect to any meeting of Members, the presence in person or by proxy of the holders of a majority of the issued and outstanding Units of the Company shall constitute a quorum with respect to matters that require that vote of the Members, in accordance with this Agreement or the Act. Members present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough issued and outstanding Units entitled to vote to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those Members present may adjourn the meeting to such time and place as they may determine.

Section 3.5 Telephonic Meetings

One (1) or more Members may participate in any regular or special meeting of the Members by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other.

Section 3.6 Voting Power and Rights

Except as otherwise provided for herein, only the holders of Class A Units and Class B Units shall be entitled to vote on all matters required by law or by the Certificate or this Agreement to be voted upon or approved by the Members. The Class A Member(s) and Class B Member(s) shall be entitled to vote at any regular or special meeting of the Members. To the extent a matter must be voted upon by all Members, all actions or vote with respect to such matter shall be a valid and effective act of the Company upon the consent of Members holding a majority of all the issued and outstanding Units.

Section 3.7 Members

(a) List of Members; Admission. Subject to the following sentence, the name, mailing address, Capital Contribution, date of Capital Contribution, number and type of Units and percentage ownership of the Members are set forth on Exhibit A attached hereto, as such exhibit

shall be amended from time to time in accordance with the terms of this Agreement. Any reference in this Agreement to Exhibit A shall be deemed to be a reference to Exhibit A, as amended and in effect from time to time. Upon (i) the execution and delivery of this Agreement and (ii) receipt of such Person's Capital Contribution, as set forth on Exhibit A, each Person listed on Exhibit A is hereby admitted to the Company as a Member of the Company with the number and class of Units set forth opposite such Person's name as of the date such person executes and delivers this Agreement; provided, however, a holder of Class B Units shall be admitted as a Member of the Company immediately, and shall fund its committed Capital Contribution in tranches, subject to and in accordance with Section 9.2(b).

(b) Loans by Members. No Member shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or the terms of this Agreement. In the event that any Member does make a loan to the Company, neither the principal of, nor interest accrued upon, such loan shall be deemed a Capital Contribution. The Company is prohibited from loaning any money to any Insiders.

Section 3.8 No Liability of Members

Except (a) for conduct that a court of competent jurisdiction deems, by a final and non-appealable decision, to constitute fraud or willful misconduct with respect to any action being taken or alleged to be taken on behalf of the Company, (b) as otherwise required by applicable law, or (c) as expressly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company, or to any other Person, for the debts, liabilities, commitments, or other obligations of the Company, for any losses of the Company, or otherwise. For the avoidance of doubt, no conduct, act, or omission of a Member, relating to or arising from any activity or involvement with cannabis (marijuana) or the cannabis (marijuana) industry or otherwise resulting therefrom that may be a violation of U.S. federal law, shall constitute willful misconduct under clause (a) of the immediately preceding sentence, solely by reason of being a violation of U.S. federal law; so long as such conduct, act, or omission could be reasonably believed to be in compliance with applicable state and local laws. Each Member shall be liable only to make such Member's Capital Contribution to the Company and any other payments specifically required hereunder.

Section 3.9 Other Activities

(a) Except as otherwise provided for herein, including, without limitation, the terms and provisions set forth in Sections 3.9(b) through (f), the Members and their Affiliates may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others; provided that such business or investment venture is not directly competing with the business of the Company or any of the Company's Subsidiaries. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

(b) Each Member acknowledges that it, or, if such Member is a business entity, its equity holders that have a beneficial ownership of more than 9.99% of the Company's equity (or

such lesser amount as required by applicable regulatory requirements) that such Member's directors, officers, general partner or managers (each a "**Background Party**"), may be required to submit to a background check in connection with the Company's or any of its Subsidiaries' or Affiliates' efforts to obtain licensure or for any other business purpose of the Company. Each Member agrees that it and any and all Background Parties will cooperate with all reasonable requests from the Company in this regard including, but not limited to, executing authorizations to conduct any required background search.

(c) So long as each Member remains a Member of the Company hereunder, each such Member and its Affiliates or related entities shall not invest in any CRB Person that is competitive with the Company in Massachusetts, except that any Member may invest in a CRB Person with operations in Massachusetts that is directly competitive with the Company; provided that such Member does not have a beneficial ownership or other financial interest in such CRB Person that exceeds 9.99% (or such lesser amount as required by the applicable regulatory requirements) and such Member or any Background Party is not a Person or Entity Having Direct or Indirect Control with respect to any other CRB Person in Massachusetts. Notwithstanding the foregoing, this subsection (c) shall not apply to Top Shelf Labs, Top Shelf Cannaseurs, or as otherwise approved by the Board.

(d) Each Members shall provide seven (7) days advance notice to the Company of an investment by any such Member in any CRB Person (the "**Opportunities**"). Each Member agrees that it will not invest in Opportunities in states that have limitations on the number of cannabis licenses that a company may own and/or the financial interests that an individual may retain in multiple cannabis licenses, but only to the extent that such investment(s) could reasonably be expected to preclude the Company or any of its Subsidiaries or Affiliates from expanding its operations, obtaining cannabis licenses from, or investing in Opportunities, in the respective state.

(e) To the extent that (i) any Member or any Background Party acquires equity ownership or financial interest in a CRB Person in Massachusetts or any other state in which the Company or any of its Subsidiaries or Affiliates possesses or is pursuing cannabis licensure and (ii) such ownership could reasonably be expected to jeopardize the Company's or any of its Subsidiaries' or Affiliates' licensure (or pending license application), the Member agrees that it shall or shall cause such Background Party to divest itself of such ownership or financial interest.

(f) To the extent that (i) any Member or any Background Party becomes a Person or Entity Having Direct or Indirect Control in another CRB Person in Massachusetts or any equivalent of a Person or Entity Having Direct or Indirect Control in any other state in which the Company or any of its Subsidiaries or Affiliates possesses or is pursuing cannabis licensure and (ii) such Person or Entity Having Direct or Indirect Control position could reasonably be expected to jeopardize the Company's or any of its Subsidiaries' or Affiliates' licensure (or pending license application), the Member agrees that it shall or shall cause such Background Party to resign from such Person or Entity Having Direct or Indirect Control position.

Section 3.10 Qualifications of Members

Each Member, to the extent required by applicable law, shall be an Accredited Investor, as defined in Regulation D promulgated under the Securities Act. Each Member shall be required

to(i) sign this Agreement or a joinder to this Agreement if acquiring Units of the Company pursuant to Section 7.8, (ii) comply with and be in compliance with the regulations and rules promulgated, from time to time, by the CCC, and (iii) agrees to either cure any breach of those regulations and rules, or sell their Units, if notified by the Company of any non-compliance with current regulations or rules of the CCC, if notified by the Company of any non-compliance with current regulations or rules of the CCC.

ARTICLE 4

MANAGEMENT OF THE COMPANY; MEMBERS

Section 4.1 Board of Managers

(a) The full and entire management of the business and affairs of the Company shall be vested in the Board of Managers that shall have and may exercise all of the powers that may be exercised or performed by the Company in accordance with the terms of this Agreement. Unless the approval of the Members is required by this Agreement or by nonwaivable provisions of applicable law, the Board of Managers shall have full, complete, and plenary authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business, in accordance with the terms hereof.

(b) In order to secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of this Section 4.1, each Member hereby acknowledges and agrees to the grant of the power of attorney set forth in Section 16.6.

(c) The Board of Managers may, from time to time, delegate to one or more persons (including any Member or any officer or employee of the Company) such authority and responsibility as the Board of Managers may deem advisable including, but not limited to, the creation of an advisory board to assist and counsel the Board of Managers on decisions impacting the Company. Any delegation pursuant to this subsection (c) may be revoked at any time by the Board of Managers.

Section 4.2 Election of Board; Terms; Voting

The Board of Managers (the "**Board**") shall initially consist of up to three (3) voting members and may be increased or decreased by a majority vote of the Members together with the unanimous approval of the Board of Managers. The Class A Members shall appoint up to two (2) voting Managers (the "**Class A Managers**"), which shall initially be Ryan Cohen and Andy Brown. The Class B Members shall appoint up to one (1) voting Manager (the "**Class B Manager**"), who shall initially be Rishi Gautam. Managers need not be residents of the Commonwealth of Massachusetts or Members of the Company. The Class A Managers shall be elected by a majority vote of the Class A Units and the Class B Managers shall be elected by a majority vote of the Class B Units. If, at any time, any position on the Board is vacant, whether resulting from the resignation or removal of any Manager, pursuant to the terms hereof, or his/her/its death, a replacement Manager may be elected by the affirmative vote or written consent of those Members holding a majority of the then issued and outstanding class of Units entitled to elect such Manager; and such

successor shall be deemed, upon such election, a Manager, with all the applicable rights and obligations pertaining thereto.

Notwithstanding anything to the contrary contained herein, upon the expiration of the Exclusivity Period, the Class B Members shall automatically, without the need for any further action except as otherwise set forth herein, be entitled to elect a replacement Manager for one (1) of the Class A Managers on the terms and conditions set forth below:

- (i) Within three (3) days following expiration of the Exclusivity Period, the Class A Members shall deliver written notice (the “**Class A Resignation Notice**”) to the Company, designating one (1) Class A Manager who shall resign as a Class A Manager from the Board of Managers; *provided, however that* in the event that the Class A Members fail to properly deliver the Class A Resignation Notice within such three (3) day period, the Class B Members shall automatically have the right to designate, in their sole and absolute discretion, such resigning Class A Manager upon written notice to the Class A Members; and
- (ii) The Class B Members shall elect a replacement Manager, to be elected by the majority vote of the holders of Class B Units.

For purposes of clarity, following expiration of the Exclusivity Period, the Class A Members shall be entitled to appoint up to one (1) Class A Managers, and the Class B Members shall be entitled to appoint up to two (2) Class B Managers. For any period of time any Class B Manager position on the Board is vacant, the existing Class B Manager(s) shall have the right to vote on behalf of that number of Class B Manager vacancies until a successor to each such Class B Manager vacancy shall be deemed a Manager.

Section 4.3 Resignation and Removal of a Manager

A Manager may resign at any time by giving no less than ten (10) business days’ written notice to the Company. A Manager’s resignation permitted hereunder shall then be effective at the expiration of the ten (10) business day notice period. The resignation of a Manager who is also a Member shall not affect his or her rights as a Member. A Class A Manager may be removed by the affirmative vote or written consent of a majority vote of the Class A Units, which may then vote on a replacement Manager, to be elected by the majority vote of the holders of Class A Units; *provided, however, that* any replacement Class A Manager shall be subject to the approval of a majority vote of the Class B Units, which approval shall not be unreasonably withheld. A Class B Manager may be removed by the affirmative vote or written consent of a majority vote of the Class B Units, which may then vote on a replacement Manager, to be elected by the majority vote of the holders of Class B Units.

Section 4.4 Compensation of the Board of Managers

No Board member shall receive compensation for his or her services on the Board of Managers, except as otherwise approved by the Board of Managers.

Section 4.5 Reserved

Section 4.6 Regular Meetings

The Board of Managers shall hold such regular meetings at such times and places as it may determine.

Section 4.7 Special Meetings

Any Manager shall have the right to call special meetings at such times and places as he/she/it may determine, to be designated in a written notice of such meeting; *provided, however, that* written notice of the meeting shall be given by, or at the direction of, the person or persons calling such meeting at least three (3) days prior to the date of giving of such notice. Such notice shall be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to the last known business or home address of each Manager. Such notice shall specify the purpose, place, day and hour of the meeting.

Section 4.8 Notice of Meetings

Meetings of the Board of Managers may be held at such places and at such times as the Board of Managers may from time to time determine, but no less frequently than once each fiscal quarter (one such meeting each fiscal year to be held in person); provided, however, that written notice of the meeting shall be given by, or at the direction of, the person or persons calling such meeting at least seven (7) days prior to the date of giving of such notice. Such notice shall be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to the last known business or home address of each Manager. Such notice shall specify the purpose, place, day and hour of the meeting.

Section 4.9 Waiver of Notice

A waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the date stated therein, shall be deemed equivalent to the giving of such notice. Notice of a meeting need not be given to a Manager who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Manager. Unless otherwise required by law, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting.

Section 4.10 Action by Consent

Except as is otherwise specifically provided for herein, any action which may be taken at a meeting of the Managers may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by the Managers who would be entitled to vote at such meeting and shall be filed with the records of proceedings of the Managers of the Company. Notice of such actions taken by the Company shall be distributed to all Managers as soon as practicable.

Section 4.11 Telephonic Meetings

The Managers may participate in any regular or special meeting of the Managers by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 4.12 Quorum; Requisite Vote

Except as is otherwise specifically provided for herein, a majority of the Board of Managers then in office shall be necessary to constitute a quorum for the transaction of business and the acts of the Managers present at a meeting at which a quorum is present shall be the acts of the Managers; *provided that* for purposes of determining a quorum, if at any meeting a Class B Manager is voting on behalf of a vacant Class B Manager seat at such meeting in accordance with Section 4.2 above, then such vacant seat shall be deemed to be present at such meeting.

Section 4.13 Expenses

The Company shall reimburse all members of the Board and observers of the Board for all reasonable and documented out-of-pocket expenses incurred in connection with their service on behalf of the Company, including in respect of their attendance and participation at Board meetings (and any committee meetings thereof).

Section 4.14 Interested Member, Manager or Officer Contracts

(a) No contract or other transaction between the Company and (a) one or more of its Members, Managers, officers or Affiliates thereof (collectively, “**Insiders**”) or (b) any other entity in which one or more Insiders of the Company is an equity holder, director, manager or officer or has a financial interest, shall be void or voidable solely (i) for such reason, (ii) because such Insider is present at or participates in the meeting of the Members or Board of Managers, as applicable, at which such contract is authorized or (iii) because the vote of such officer, Manager or Member is counted at the meeting of the Members or Board of Managers, as applicable, at which such contract is authorized, if the Board of Managers approves such transaction **and** one of the following conditions is satisfied:

(i) All material facts as to such contract, and such Insider’s interest therein (if any), have been disclosed to or are known by the majority of all the Managers and such contract or amendment thereto has been specifically approved in good faith by the majority of the Managers, without counting the vote of any interested Person; or

(ii) Such contract or amendment thereto is fair as to the Company as of the time at which such contract is authorized, approved or ratified by the Board of Managers.

Persons so interested may be counted when present at meetings of the Board of Managers for the purpose of determining the existence of a quorum.

(b) To the extent the Board of Managers appoints any of its members to be officers of the Company, nothing in this Agreement shall prevent such persons from receiving a salary or other compensation from the Company.

Section 4.15 Reserved

Section 4.16 Scope of Authority of Board of Managers

Unless otherwise required by the Act or the express provisions of this Agreement, the Board of Managers shall carry out and exercise any and all of the purposes and powers of the Company set forth in Section 2.6 and 2.7, without the necessity of a meeting of the Members including, without limitation, the power to:

- (i) open, maintain and close bank accounts and draw checks or other orders for the payment of money;
- (ii) receive, acknowledge receipt for, account for, deposit, dispose of and/or otherwise handle all securities, checks, money and other assets or liabilities of the Company;
- (iii) hire employees, bankers, attorneys, accountants, consultants, custodians, contractors and other agents, and pay them reasonable compensation;
- (iv) maintain one or more offices within or without the Commonwealth of Massachusetts and in connection therewith rent or acquire office space and do such other acts as may be advisable in connection with the maintenance of such offices;
- (v) obtain any and all types of insurance;
- (vi) negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of the Company's assets or liabilities;
- (vii) borrow money and issue evidences of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other lien on the assets of the Company;
- (viii) pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability;
- (ix) make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- (x) enter into any agreement that requires consideration for goods or services payable by or to the Company;
- (xi) conduct marketing, advertising or public relations efforts or campaigns of the Company, including, without limitation, developing, hosting and maintaining internet websites; and
- (xii) do any and all acts required of the Company with respect to its interest in any other Person.

No Member, unless such Member is a Manager or the CEO, shall have any power or authority to manage the business or affairs of the Company.

Section 4.17 Coordination With The Act

It is the intent of the parties that, for all purposes, the term Board of Managers shall be deemed to be synonymous with the term Board of Managers as used in the Act, and the term Member or Members shall be deemed to be synonymous with the term member or members as used in the Act.

Section 4.18 Other Activities

The Insiders and the Board of Managers, and their respective Affiliates, may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others; provided that such business or investment venture does not directly compete with the business of the Company (or any other Subsidiaries of the Company). Notwithstanding the foregoing, any Insider or Manager may invest in a CRB Person with operations in Massachusetts that is directly competitive with the Company; provided that such Insider or Manager does not have a beneficial ownership or other financial interest in such CRB Person that exceeds 9.99% (or such lesser amount as required by the applicable regulatory requirements) and such Insider or Manager or any Background Party is not a Person or Entity Having Direct or Indirect Control with respect to any other CRB Person in Massachusetts. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

Section 4.19 Waiver of Fiduciary Duty

This Agreement is not intended to create or impose any fiduciary duty on any of the Managers or their respective Affiliates. Notwithstanding anything to the contrary contained in this Agreement or otherwise applicable provision of law, to the maximum extent permitted by the Act and any other Applicable Law, a Manager and his, her, or its respective Affiliates, shall owe no duties or liabilities (including fiduciary duties) to the Company or any Member or to any other Manager (if applicable); *provided, however, that* a Manager shall have the duty to act in accordance with the implied contractual covenant of good faith and fair dealing; and *provided further that* such exclusion or limitation of liability shall not extend to misappropriation of assets or funds of the Company. The provisions of this Agreement, to the extent that they restrict or otherwise modify, or eliminate, the duties and liabilities, including fiduciary duties, of the Managers otherwise existing at law or in equity, are agreed by the Company, the Members and the Managers to replace such other duties and liabilities of the Managers. Any standard of care or duty imposed by or under the Act or any other law, rule or regulation (or any judicial decision based on or interpreting the same) shall be modified, waived or limited, to the extent permitted by law, as required to permit the Managers to act under this Agreement and to make any decision such Manager is authorized to make hereunder, as long as such action or decision complies with the standard of conduct set forth in this Section 4.19 and is in accordance with the other provisions of this Agreement. The Members expressly acknowledge and agree that this modification of fiduciary duties is binding.

ARTICLE 5

OFFICERS

Section 5.1 Number and Election

The Board of Managers shall appoint a Chief Executive Officer (“**CEO**”), a President, a Treasurer and a Secretary, and may appoint such other officers and agents as the Board of Managers may deem appropriate. Any such officers shall have the authority of the Board of Managers to act on behalf of and to bind the Company to the full extent of the Board of Managers’ delegation of authority to such officers.

Section 5.2 Qualifications

A Person may hold more than one office. An officer may, but need not, be a Manager or Member of the Company.

Section 5.3 Term of Office

Each officer shall hold office until the end of the term for which such officer is appointed and until his or her successor shall have been elected, or until such Person's earlier death, resignation or removal.

Section 5.4 Chief Executive Officer, Chief Operating Officer and Chief Financial Officer

The Board of Managers may appoint a Chief Executive Officer, Chief Operating Officer and Chief Financial Officer, such officers to have the authority of the Board of Managers to act on behalf of and to bind the Company to the full extent of the Board of Managers’ delegation of authority to such officers. The CEO shall, subject to the terms of this Agreement and the Board of Managers’ delegation of authority, have the exclusive power and authority to manage the day-to-day business and affairs of the Company.

Section 5.5 CEO/President

The CEO/President shall supervise generally and have executive powers concerning all of the operations of the Company and shall perform all duties incident to the office of the CEO or President including, without limitation, exercise of general operating powers concerning all the property, business and affairs of the Company. The CEO or President shall be charged with carrying out the policies, programs, orders and resolutions adopted or approved by the Board of Managers, and shall have all powers and perform all duties incident to the office, and any further powers and duties as from time to time may be prescribed by the Board of Managers. The President shall report to the Board of Managers.

Section 5.6 Vice President

In the absence of the President, the Vice President shall perform the duties of the President. The Vice President shall report to the Board of Managers and shall have any further powers and duties as from time to time may be prescribed by the Board of Managers.

Section 5.7 Treasurer

The Treasurer shall be the Chief Financial Officer of the Company and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and shares. The Treasurer shall have custody of the funds and securities of the Company and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board of Managers or the President of the Company. The Treasurer shall have such other powers and perform such other duties as may from time to time be prescribed by the President or the Board of Managers.

Section 5.8 Secretary

The Secretary shall attend meetings of the Members, keep minutes thereof and Company documents and materials in suitable books, and in general, perform all duties incident to the office of Secretary.

Section 5.9 Initial Officers.

The Board of Managers shall be deemed to have appointed as initial officers of the Company Rishi Gautam to the position of Chief Operating Officer, Theodore J. Kallergis to the position of Chief Financial Officer and Ryan Cohen to the position of Chief Executive Officer.

Section 5.10 Other Activities

Except as otherwise provided herein, the officers of the Company and their respective Affiliates may engage in, possess interests in, own, operate or manage other business or investment ventures of every kind and description for their own account or jointly with others; *provided that* (a) such business or investment venture does not directly compete with the business of the Company or its Affiliates and (b) such officers provide the Company with such time and effort as is required to fulfill all of his or her duties. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

Section 5.11 Salaries of Officers

The Board of Managers shall determine and set salaries and other compensation for the Company's officers. Officers of the Company may be entitled to a salary and other compensation regardless if he or she is a Manager.

ARTICLE 6

EXECUTION OF DOCUMENTS

Section 6.1 Checks, Etc.

The Board of Managers, or with its approval, one or more officers, may from time to time designate such employees, persons, entities, officers or agents who shall have power on behalf of the Company, in its name, to sign and endorse checks and drafts and to authorize the wire transfers of funds.

Section 6.2 Other Documents

Unless otherwise authorized in writing by the Board of Managers, all contracts, leases, deeds, deeds of trust, mortgages, negotiable instruments, powers of attorney to transfer the equity interests of Members and for other purposes, and all other documents requiring the authorization of the Board of Managers of the Company shall be executed for and on behalf of the Company by the Person(s) designated in the Certificate, or if no Persons are so designated, by an officer or the Board of Managers or by one (1) or more other Persons designated in writing by the Board of Managers.

ARTICLE 7

UNIT CERTIFICATES AND TRANSFERS

Section 7.1 Unit Certificates

Units, which shall represent the limited liability company ownership interests of the Members in the Company, may be evidenced by a certificate in such form as the Board of Managers may from time to time determine. Every certificate issued by the Company shall be signed by the President and the Secretary of the Company. Each certificate representing Units in the Company now or hereafter issued shall include a conspicuous legend, stating that the certificate and the rights represented by the certificate, including, without limitation, all rights to transfer such certificate, are subject to the terms of this Agreement, as it may be amended from time to time, and such other legend(s) as the Board of Managers may deem to be appropriate.

Section 7.2 Loss or Destruction of Unit Certificates

In case of loss or destruction of a Unit certificate, no new certificate shall be issued in lieu thereof except upon satisfactory proof to the Board of Managers or its designee of such loss or destruction, which proof may be in the form of an affidavit signed under the penalties of perjury and upon the giving to the Company of satisfactory security or indemnity against loss, by bond or otherwise, if such security or indemnity is deemed appropriate by the Board of Managers. Any such new certificate shall be plainly marked duplicate upon its face.

Section 7.3 Transfers of Units

(a) Restrictions on the Transfer of Interests. Subject to the exceptions below, no Member may Transfer any portion of any Units to any other Person without the prior consent of the Board of Managers, which consent may be granted or withheld for any or no reason. Notwithstanding anything to the contrary contained herein, including without limitation the provisions of Sections 7.4 and 7.5, any Member may Transfer all or a portion of its Units (the following, each, a “**Permitted Transfer**”): (w) in the case of a Member that is an entity, upon a Transfer by such Member to its stockholders, members, partners or other equity holders, (x) to a

repurchase of Units from a Member by the Company pursuant to an agreement containing vesting and/or repurchase provisions approved by the Board; (y) in the case of a Member that is a natural person, upon a Transfer of Units by such Member made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to his or her spouse, child (natural or adopted), or any other direct lineal descendant of such Member (or his or her spouse) (all of the foregoing collectively referred to as “family members”), or any other relative approved by the Board, or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by such Member or any such family members; or (z) to another Member; provided that any such transferee under clauses (w), (x), (y) or (z) immediately above shall agree in writing to be bound by, and the Units so transferred shall remain subject to, the terms and conditions of this Agreement; provided, further, that any proposed Transfer under this Section 7.3 must meet the following conditions unless so waived by the Board of Managers, which conditions are intended, among other things, to ensure compliance with the provisions of applicable laws:

(i) the transferor or transferee undertakes to pay all expenses incurred by the Company in connection therewith;

(ii) the Company shall receive from the Person to whom such transfer is made (a) such documents, instruments and certificates as may be requested by the Board of Managers, pursuant to which the transferee shall become bound by this Agreement, (b) a certificate to the effect that the representations and information required to be furnished pursuant to this Agreement are (except as otherwise disclosed in writing to the Board of Managers) true and correct with respect to such Person and (c) such other documents, opinions, instruments and certificates as the Board of Managers shall request; and

(iii) the transferring Member shall, prior to making any such transfer, deliver to the Company the opinion of counsel described in form and substance satisfactory to the Board of Managers and shall be substantially to the effect (unless specified otherwise by the Board of Managers) that giving effect to the Transfer contemplated by the opinion (a) will not violate any provisions of the Securities Act or applicable state securities laws; (b) for federal income tax purposes, will not cause the termination or dissolution of the Company and will not cause the Company to be classified as other than a corporation for federal, state and local income tax purposes; and (c) will not violate the laws of any state or the rules and regulations of any governmental authority applicable to such Transfers.

(b) Admission of Transferee as Member. Any transferee of all or any part of the Member's Units pursuant to the terms of this Article 7 shall be admitted to the Company as a substitute Member (and a member of the Company for purposes of the Act). In such event,

such substitute Member shall, to the extent of such transfer, succeed to the rights and obligations hereunder of the Member making such transfer.

(c) Effective Date of Transfer. The Board of Managers may, in its sole discretion, permit a Transfer to become effective as of the first day of the Accounting Period following such Transfer.

(d) No Dissolution. Admission of a substitute Member shall not be a cause for dissolution of the Company.

(e) Attempted Transfer in Violation of Agreement. Any purported Transfer of any Units, in whole or in part, not made in accordance with this Article 7 shall be null and void *ab initio* and the Board of Managers and all Members are authorized to continue to treat the purported transferor as a Member for all purposes of this Agreement.

(f) No Admission. Notwithstanding anything contained in Section 7.3(a) or elsewhere in this Agreement to the contrary, no Person shall be admitted as a Member if:

(i) such admission will cause the Company to be classified as anything other than a corporation for federal, state and local income tax purposes;

(ii) such admission will constitute a violation of any applicable registration provisions of the Securities Act or any other applicable state or Federal securities laws;

(iii) such admission will cause the Company to have any of its licenses or permits to operate rescinded, revoked, suspended, or not renewed; or

(iv) if such Person is not an accredited investor under Rule 501(a) of the Securities Act.

(g) No Transfers to Prohibited Persons. No Member may Transfer, in whole or in part, its Units, or any interest therein or Units thereunder, to (i) a minor or incompetent, unless by will or intestate succession, (ii) any Person with a conviction or plea of nolo contendere of a felony or crime involving moral turpitude or civil judgment for fraud or larceny, or (iii) any Person that may interfere with the ability of the Company or any of its Affiliates to maintain a license or permit to deliver or sell cannabis or otherwise continue to operate the business or maintain a bank account or insurance.

Section 7.4 Right of First Offer

(a) In the event that at any time any Member (a “**ROFO Selling Member**”) desires to Transfer its Units, the ROFO Selling Member shall provide written notice (the “**ROFO Sale Notice**”) of such desire to Transfer its Units to all other Members. The ROFO Sale Notice shall include the terms under which the ROFO Selling Member would be willing to sell such Units, including, without limitation, the purchase price for such Units (the “**ROFO Sale Terms**”). Each Member under the last sentence of this Section 7.4(a), shall have the exclusive right, not more than thirty days after receipt of the ROFO Sale Notice (during which time the ROFO Selling Member may not sell such Units), to either: (i) decline to purchase such Units from the ROFO Selling

Member, or (ii) provide to the ROFO Selling Member a written notice (the “**ROFO Acceptance**”) stating that the other Member under the following sentence (a “**ROFO Purchasing Member**”), has agreed to acquire the Units of the ROFO Selling Member in accordance with the ROFO Sale Terms. For the avoidance of doubt, the Class A Members or Class B Members may purchase Class A or Class B Units under this Section 7.4; *provided that* the Class B Members shall have preference over Class A Members with respect to the right to purchase all or any of such Units.

(b) If a ROFO Acceptance is given by a ROFO Purchasing Member to the ROFO Selling Member as provided in Section 7.4(a) above, the ROFO Selling Member shall sell the subject Units to the ROFO Purchasing Member pursuant to the ROFO Sale Terms. If more than one ROFO Purchasing Member delivers a ROFO Acceptance, each such ROFO Purchasing Member shall be allocated its Pro Rata Portion of the offered Units, unless otherwise agreed by such ROFO Purchasing Members. For the purposes of this Section 7.4, “**Pro Rata Portion**” means, with respect to any eligible ROFO Purchasing Member, on the date of the ROFO Sale Notice, the number of Units, equal to the product of: (A) the total number of offered Units and (B) a fraction determined by dividing: (y) the number of Units owned by such ROFO Purchasing Member by (z) the total number of Units owned by all of the ROFO Purchasing Members.

(c) Failure of all other Members to deliver the ROFO Acceptance within thirty (30) days of their receipt of the ROFO Sale Notice shall be deemed to be an election by the other Members not to purchase the Units of the ROFO Selling Member as provided pursuant to Section 7.4(a). In the event the other Members elect not to purchase such Units of the ROFO Selling Member, the ROFO Selling Member may then sell such Units to any third-party purchaser (a “**ROFO Third-Party Purchaser**”), provided that such sale to the ROFO Third-Party Purchaser is pursuant to terms not less favorable than the ROFO Sale Terms, as certified to the other Members by the ROFO Selling Member. If the ROFO Selling Member desires to sell the applicable Units to a ROFO Third-Party Purchaser on terms less favorable than the ROFO Sale Terms provided to the other Members, the ROFO Selling Member may not sell such Units without first providing the other Members with a revised ROFO Sale Notice and complying with the terms and provisions of this Section 7.4. The time period for the other Members to review and accept or deny such revised ROFO Sale Terms shall be fifteen days after receipt of the revised ROFO Sale Notice. Any permitted Transfer of Units to a ROFO Third-Party Purchaser under this Section 7.4(c) shall be subject to such ROFO Third-Party Purchaser's compliance with Section 7.3 hereof in all respects.

(d) Notwithstanding the foregoing, this Section 7.4 shall not apply and a Member shall not have the right to purchase the Units of the other Member in connection with a Permitted Transfer.

Section 7.5 Right of First Refusal

(a) In the event that a Member receives an offer from a third party to purchase any or all of the Member's Units (a “**ROFR Third-Party Purchaser**”), such Member (the “**ROFR Selling Member**”) shall provide written notice (the “**ROFR Sale Notice**”) to all other Members stating the terms of such proposed sale, including, without limitation, the purchase price for such Units (the “**ROFR Sale Terms**”), and including copies of all materials (including, without limitation, a signed term sheet) with respect to such proposed sale. Each Member under the last sentence of this Section 7.5(a), shall have the exclusive right, not more than thirty days

after receipt of the ROFR Sale Notice (during which time the ROFR Selling Member may not sell such Units to the ROFR Third-Party Purchaser), to either: (i) decline to purchase such Units from the ROFR Selling Member, or (ii) provide to the ROFR Selling Member a written notice (the “**ROFR Acceptance**”) stating that the other Member, under the following sentence (a “**ROFR Purchasing Member**”), has agreed to acquire the Units of the ROFR Selling Member in accordance with the ROFR Sale Terms. For the avoidance of doubt, the Class A Members or Class B Members may purchase Class A or Class B Units under this Section 7.5; *provided that* the Class B Members shall have preference over Class A Members with respect to the right to purchase all or any of such Units.

(b) If an ROFR Acceptance is given by a ROFR Purchasing Member to the ROFR Selling Member as provided in Section 7.5(a) above, the ROFR Selling Member shall sell the subject Units to the ROFR Purchasing Member pursuant to the ROFR Sale Terms. If more than one ROFR Purchasing Member delivers a ROFR Acceptance, each such ROFR Purchasing Member shall be allocated its Pro Rata Portion of the subject Units, unless otherwise agreed by such ROFR Purchasing Members. For the purposes of this Section 7.5, “**Pro Rata Portion**” means, with respect to any eligible ROFR Purchasing Member, on the date of the ROFR Sale Notice, the number of Units, equal to the product of: (A) the total number of offered Units and (B) a fraction determined by dividing: (y) the number of Units owned by such ROFR Purchasing Member by (z) the total number of Units owned by all of the ROFO Purchasing Members.

(c) Failure of all other Members to deliver the ROFR Acceptance within thirty days after receipt of the ROFR Sale Notice shall be deemed to be an election by the other Members not to purchase the Units of the ROFR Selling Member as provided pursuant to Section 7.5(a). In the event the other Members elect not to purchase such Units of the ROFR Selling Member, the ROFR Selling Member may then sell such Units to the ROFR Third-Party Purchaser, provided that such sale to the ROFR Third-Party Purchaser is pursuant to terms not less favorable than the ROFR Sale Terms, as certified to the other Member by the ROFR Selling Member. If the ROFR Selling Member desires to sell the applicable Units to a ROFR Third-Party Purchaser on terms less favorable than the ROFR Sale Terms provided to the other Members, the ROFR Selling Member may not sell such Units without first providing the other Members with a revised ROFR Sale Notice and complying with the terms and provisions of this Section 7.5. The time period for the other Members to review and accept or deny such ROFR Sale Terms shall be fifteen days after receipt of such revised ROFR Sale Notice. Any permitted Transfer of a Units to a ROFR Third-Party Purchaser under this Section 7.5(c) shall be subject to such ROFR Third-Party Purchaser's compliance with Section 7.3 hereof in all respects.

(d) Notwithstanding the foregoing, this Section 7.5 shall not apply and a Member shall not have the right to purchase the Units of the other Members in connection with a Permitted Transfer.

Section 7.6 Class B Member Right of First Refusal of Sale of Company Assets.

(a) Any proposed offer to purchase or to sell any Assets (“**Bona Fide Offer**”) of the Company to a third party (the “**Offering Party**”) shall be subject to this Section 7.6(b). Upon receipt of a Bona Fide Offer by an Offering Party, the Company shall make the Bona Fide Offer available to Class B Member or an Affiliate of Class B Member on an exclusive first refusal basis

upon the same terms and provisions as are set forth in such Bona Fide Offer, in the manner hereinafter provided. Class B Member shall have the irrevocable and exclusive option, at its sole discretion, to become, or to have any of its Affiliates become, the purchaser of the Assets with respect to the Bona Fide Offer on substantially the same financial terms as provided in the Bona Fide Offer.

(b) The Company shall not, directly or indirectly, enter into or agree to any Bona Fide Offer unless the Company has complied with all of the terms of this Section 7.6. Any consummation of a Bona Fide Offer in violation of any term of this Agreement shall be void and ineffectual. Except as set forth herein, the Company shall not enter into any binding agreement or arrangement that (a) provides for the Company to pay any fees and expenses, including any termination or break-up fees, or any similar provisions with any Person with respect to a Bona Fide Offer or (b) imposes limitations or restrictions on the Company's or any of its Affiliates' ability to comply with all of the terms of this Agreement ("**Letter of Intent**").

(c) Upon receipt of a Bona Fide Offer received by the Company from an Offering Party, the Company shall furnish a written notice of such Bona Fide Offer (the "**Bona Fide Offer Notice**") to Class B Member no later than one (1) business day after receipt of such Bona Fide Offer. The Bona Fide Offer Notice shall include (i) a true and correct copy of the Bona Fide Offer, including all schedules, exhibits and ancillary documents related thereto and (ii) full and fair disclosure of any material information available as to the proposed transaction and the parties thereto, and (iii) access to, and, if requested, copies of, the information and other diligence materials, including all non-public information of the Company, that are or have been supplied to any third party or any third party's Representatives in connection with the Bona Fide Offer.

(d) The Class B Member shall have a period of thirty (30) days thereafter within which to elect, by written notice to the Company (the "**Exercise Notice**"), to elect to become the purchaser of the Assets upon the terms set forth in the Bona Fide Offer.

(e) Upon receipt by the Company of the Exercise Notice, the closing shall take place at the principal office of the Company on the date specified for such closing, and as otherwise specified, in the Exercise Notice of Class B Member (which date shall not be earlier than ten (10) nor more than thirty (30) days after the delivery of such Exercise Notice to the Company). At the closing, the purchase price (the "**Purchase Price**") shall be paid by Class B Member upon the terms set forth in the Bona Fide Offer and the Company shall execute and deliver such instruments as may be required to sell the Assets to be sold, free and clear of all liens, claims and encumbrances. The Board may require, as a condition to any sale pursuant to this Section 7.6, that the Offering Party execute and deliver to the Company a release of the Company, in form and substance reasonably satisfactory to the Board.

(f) If the Assets of the Company shall not be purchased by Class B Member, the Company may sell such Assets to the Offering Party, but only upon the terms and provisions originally set forth in the Bona Fide Offer, provided such sale is concluded within one hundred twenty (120) days after the delivery to the offeree of the Bona Fide Offer.

Section 7.7 Drag-Along Rights

- (a) If at any time the Board or any Member receives a bona fide offer from a third party to purchase, in one transaction or a series of related transactions, at least fifty-one percent (51%) of the issued and outstanding Units of the Company, or the Board decides to consummate a Qualified IPO, the Board shall have the right to require that each other Member (each, a “**Drag-Along Member**”) participates in the Qualified IPO or in such sale in the manner set forth in this Section 7.7, and each Drag-Along Member shall be required to sell its respective interests at the price and upon the terms offered to the Board or any Member; *provided, however, that* no Drag-Along Member shall be required to transfer or sell any of its Units if the consideration for the drag-along sale is other than cash or registered securities listed on an established Public Exchange. Notwithstanding the provisions of Section 7.7, this Section 7.7 and Section 10(2)(a)(ii), as applicable, shall not apply and a Member shall not have the so-called “drag-along rights” in connection with a Permitted Transfer.
- (b) For the avoidance of doubt, notwithstanding any provision of this Section 7.7 to the contrary, this Section 7.7 and Section 10.2(a)(i), as applicable, shall not apply to, and a Member shall not have the so-called “drag-along rights” in connection with, a Permitted Transfer. Notwithstanding anything to the contrary in this Agreement, each Drag-Along Member shall vote in favor of the transaction(s) referred to in, and contemplated by, this Section 7.7, if any, and take all actions to waive any dissenters, appraisal, or other similar rights in connection with the consummation thereof.

Section 7.8 Joinder.

Subject to the consent and Transfer restrictions set forth in this Agreement and, particularly, the restrictions set forth in Section 7.3, in order for a subscriber, assignee, or transferee to be admitted as a Member of the Company, such Person shall (i) file with the Company a duly executed counterpart of the instrument in substantially the form annexed hereto as Exhibit B or in such form as the Company acting through its Board may, from time to time, require, (ii) represent and warrant that such Person is an “accredited investor,” as defined in Regulation D promulgated under the Securities Act, and (iii) provide evidence satisfactory to the Board, as determined by the Board in its sole and absolute discretion, that the admission of such Person as a Member will not be, or otherwise cause the Company or any of its Subsidiaries to be, in contravention of Section 7.3.

Section 7.9 Class B Member Purchase Option.

(a) Purchase Option. The Class A Members and the Company hereby grant to the Class B Member, its Affiliates, subsidiaries, successors, and assigns, an irrevocable option to acquire (the “**Purchase Option**”), in the Class B Member’s sole discretion, that number of additional Class B Units to be issued by the Company such that the Class B Member’s aggregate ownership shall equal fifty-one percent (51%) of the Company’s total Units on a fully-diluted basis (collectively, the “**Purchase Option B Units**”) in accordance with the terms set forth in this Section 7.9. Upon the Class B Member’s exercise of the Purchase Option, (i) the Company agrees to redeem from the Class A Members, and the Class A Members agree to transfer, deliver, and assign to the

Company for redemption, that number of Class A Units constituting eighteen percent (18%) of the fully diluted membership interests of the Company, and (ii) the Company agrees to issue to the Class B Member that number of Purchase Option B Units constituting eighteen percent (18%) of the fully diluted membership interests of the Company, such that the Class B Member's aggregate ownership shall equal fifty-one percent (51%) of the Company's total Units on a fully-diluted basis. The Purchase Option may be exercised only following expiration of the Exclusivity Period, and shall be exercised in writing by the Class B Member's delivery of written notice to the Company (the "**Purchase Notice**"), subject to obtaining all requisite approvals from the CCC any other governmental agency. No purchase and sale of any Purchase Option B Units may be made if such transaction would cause or result in a breach of any agreement binding upon the Company or of then applicable rules and regulations of any governmental authority having jurisdiction over such transfer. The Purchase Option may be extended by a written agreement signed by Class B Member and the Company. Notwithstanding the foregoing, in the event that Class B Member elects to exercise its Purchase Option hereunder, such transaction shall become effective only upon obtaining all proper approvals of the CCC or any governmental authority having jurisdiction over such transfer.

(b) Purchase Consideration. The consideration for the Purchase Option B Units (the "**Purchase Consideration**") shall be One Million Eight Hundred Thousand Dollars (USD \$1,800,000.00).

(c) Purchase Process. Upon the Class B Member's exercise of the Purchase Option, delivery of the Purchase Notice, and tender of Purchase Consideration by the Class B Member to the Company, the Company agrees to issue, sell, and deliver the Purchase Option B Units to the Class B Member free and clear of all encumbrances, and to execute and deliver to the Class B Member a purchase agreement and such other documents as may be commercially reasonable and customary to effectuate the sale and transfer of the Purchase Option B Units.

(d) Assignment of Purchase Option. Class B Member may assign the Purchase Option to an Affiliate that controls, is controlled by or is under common control with Class B Member.

(e) Purchase Option Constitutes a Permitted Transfer. This Purchase Option shall be considered a "Permitted Transfer" hereunder and shall not be subject to any restrictions or limitations under Article 7, including, without limitation, Section 7.4 and Section 7.5, or Section 9.6 of this Agreement.

ARTICLE 8

INDEMNIFICATION OF MEMBERS, OFFICERS AND OTHERS

Section 8.1 Indemnification

To the fullest extent permitted under Applicable Law, the Company shall severally indemnify and hold harmless any Person, including legal counsel (an "**Indemnified Party**") who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Company) by reason of or arising from any acts or omissions (or alleged acts or omissions) on behalf of the Company or in furtherance of the interests of the

Company arising out of the Indemnified Party's activities as a Manager, officer, employees designated by the Board, legal counsel, trustee or agent of the Company against losses, damages or expenses (including reasonable attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such Indemnified Party in connection with such action, suit or proceeding and for which such Indemnified Party has not otherwise been reimbursed, so long as such Indemnified Party did not act in bad faith or in a manner constituting willful misconduct or materially breach this Agreement. The termination of any action, suit or proceeding by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not of itself (except insofar as such judgment, order, settlement or plea shall itself specifically provide) create a presumption that the Indemnified Party acted in bad faith or in a manner constituting willful misconduct or materially breached this Agreement. In addition, to the fullest extent permitted under Applicable Law, reasonable expenses incurred by an Indemnified Party in defending any such actual or threatened proceeding or investigation shall be paid by the Company in advance of the final disposition of such proceeding or investigation upon receipt by the Company of an undertaking by or on behalf of the Indemnified Party to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that the Indemnified Party is not entitled to be indemnified as authorized by this Section 8.1. No Member shall bring any action, suit or proceeding against any Manager individually for any claims unless such Member can assert in good faith that such Manager committed fraud, willful misconduct, or engaged in criminal activity; *provided, however*, in the event a Member bringing suit fails to prevail, such Member shall be liable for all reasonable fees and expenses (including reasonable attorneys' fees).

Section 8.2 Advance Payment

The right to indemnification provided for in this Article 8 shall include the right to be paid or reimbursed by the Company, the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 8.1, in advance of the final disposition of any such actions, suit or proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided that the payment of such expenses incurred by any such Person in advance of the final disposition shall be made only upon delivery to the Company of a written affirmation of such Person of his or her good faith belief that such Person has met the standard of conduct necessary to be indemnified under this Article 8 and a written undertaking in form and substance acceptable to the Board of Managers by or on behalf of such Person to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article 8 or otherwise.

Section 8.3 Non-Exclusivity of Article 8

The indemnification provided by this Article and/or the Certificate of Formation of the Company shall not be deemed exclusive of nor deemed to exclude any other rights (whether arising under any indemnification agreement, under Applicable Law, or otherwise) to which those seeking indemnification may be entitled, and shall continue as to an Indemnified Person who has ceased to be a Manager, officer, employee, counsel or agent of the Company and shall inure to the benefit of the heirs, executors and administrators of such Person.

Section 8.4 Insurance

To the extent determined by the Board, the Company shall purchase and maintain insurance, at its expense, to protect itself, any Person entitled to indemnification hereunder and any other employee or agent of the Company or any Affiliate, against any liability that may be asserted against or expenses that may be incurred by any such Persons in connection with the activities of the Company or such Persons, whether or not the Company would have the power to indemnify such Person against such expense liability or loss under this Article 8.

Section 8.5 Exculpation

Notwithstanding any other provision of this Agreement, no officer, attorney or Manager of the Company shall be liable to the Company or to any Member or third-party for any loss suffered by the Company unless such loss arises as a result of such Person shall not have acted in accordance with Section 4.19 or Section 8.1 of this Agreement. Any officer, attorney or Manager of the Company may consult with counsel and accountants in respect of Company affairs, and provided such Person acts in good faith with the reasonable belief that such act or failure to act was in the best interest of the Company and its Members, and provided such Persons acts in good faith reliance upon the advice or opinion of counsel or accountants, such Person shall not be liable for any loss suffered by the Company in reliance thereon. It is the intent of the parties that the provisions of this Section 8.5 shall be enforceable to the maximum extent permitted by law.

Section 8.6 Savings Clause

If this Article 8 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 such person indemnified pursuant to this Article 8 as to cost, charges and expenses, including reasonable attorneys' fees, judgments, finds and amounts paid in settlement with respect to any suit, action or proceeding including any appeal thereof to the full extent permitted by any applicable portion of this Article 8 that shall not have been so invalidated and to the fullest extent permitted by Applicable Law.

ARTICLE 9

CAPITAL

Section 9.1 Authorized Capital and Units

(a) Authorized Capital. The Company shall have two (2) classes of Units, known as “Class A Units,” and “Class B Units.” Notwithstanding the foregoing, the Class B Units to be issued as Purchase Option B Units in accordance with Section 7.9 above shall be authorized and issued without any further action or approval necessary hereunder. As of the date hereof, the number of issued and outstanding Units of Authorized Capital are as set forth on Exhibit A to this Agreement. In addition to the foregoing, the Board may create such additional classes of Units, with such terms and preferences as they shall determine, upon which time the Board may adopt an amendment to this Agreement to incorporate reference to such class of Units, including any updates required on Schedule A. Further, the Board may, in its sole and absolute discretion, (x) issue a new class of Units to managers, officers, employees, consultants or other service providers

of the Company for Federal income tax purposes, and (y) adopt an equity incentive plan (the “**Equity Incentive Plan**”) pursuant to which the Company may create and issue an additional class of Units under such Equity Incentive Plan, which such Units shall be subject to such vesting, repurchase options and other restrictions as the Board may deem appropriate in connection therewith. The Board may authorize the issuance of additional classes of Units, in which event Exhibit A shall be revised to properly reflect the issuance of such additional classes of Units and each Member’s revised ownership interest in the Company. Exhibit A shall be revised from time to time to properly reflect the admission of new members and the transfer of Units, as the case may be.

(b) Class A Units. The holder of Class A Units shall have the right to vote, on the basis of one vote per Class A Unit on all matters of the Company. Each holder of Class A Units shall have the rights to participate in distributions of the Company in the manner set forth in this Agreement.

(c) Class B Units. The holder of Class B Units shall have the right to vote, on the basis of one vote per Class B Unit, on all matters of the Company. Each holder of Class B Units shall have the rights to participate in distributions of the Company in the manner set forth in this Agreement.

Section 9.2 Capital Contributions

(a) Class A Members. The Class A Members have previously contributed their capital contribution as set forth on Exhibit A to the Company in connection with the issuance of its Units.

(b) Class B Members. The Class B Members have committed to contribute their capital contribution as set forth on Exhibit A to the Company in connection with the issuance of their Units (the “**Capital Contribution Commitment**”). Subject to the terms set forth herein, the Class B Members shall deliver capital contributions to the Company on an as-needed basis, to cover actual expenses incurred by the Company in an aggregate amount of up to the Capital Contribution Commitment. Upon a written request by the Company, the Class B Members shall deliver such requested capital contributions to the Company within fifteen (15) days of the Class B Members’ receipt of such written request, so long as such request is reasonably required, as determined by the Class B Members in their sole and reasonable discretion. Notwithstanding the foregoing, in no event shall the Class B Members be obligated to make capital contributions to the Company equal to or in excess of the aggregate amount of the Capital Contribution Commitment listed on Exhibit A.

(c) Payment of Initial Capital Contributions. All Capital Contributions shall be made in cash, by certified check or by wire transfer of funds at the direction of the Board of Managers, or in such other lawful form as the Board of Managers may permit. No Member shall be obligated, or have the right, to make capital contributions to the Company in excess of its Capital Contribution commitment.

Section 9.3 Reserved

Section 9.4 No Withdrawal

No Member shall be entitled to receive interest on or to withdraw any amount from such Member's Capital Contributions to the Company, other than as expressly provided herein. No Member shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

Section 9.5 Issuance of Units and Other Securities

The Board of Managers is authorized, subject to the provisions of applicable law, the Company's Certificate and this Agreement, to issue from time to time any Authorized Capital of Units which is not then issued and outstanding. In addition to the foregoing, the Board of Managers may from time to time issue equity and/or debt securities, options or warrants to acquire Units, securities convertible into such Units, or other securities or instruments, all on such terms and conditions as the Board of Managers determines in its business judgment. In the absence of actual fraud, the judgment of the Board of Managers as to the value of consideration shall be conclusive. Notwithstanding anything to the contrary contained herein, the actions and/or decisions of the Board of Managers under this Section 9.5 shall be made in such manner and on such terms and conditions as the Board of Managers determines to be reasonable, appropriate and in the best interests of the Company.

Section 9.6 Additional Capital from Existing Members; Admission of New Members; Other Capital Raises; Dilution

(a) If the Board determines in good faith that additional capital is required by the Company, the Board shall, at its option and in its sole discretion, determine whether such capital needs of the Company shall be obtained (1) through a capital call presented to existing Members as provided in Section 9.6(a)(i) or (2) by issuance of (A) a new Class of Units in the Company different than any then existing Classes of Units as provided in Section 9.6(a)(ii) or (B) additional Units or other securities in the Company, including, but not limited to, Units of any Class (other than Class A Units and Class B Units) as provided in Section 9.6(a)(iii).

- (i) In the event the Board determines in good faith that a capital call to existing Members is in the best interests to meet the capital needs of the Company, the Board shall so notify the Members in writing, together with a statement of the amount of capital required, the reasons therefor, and the terms upon which the Board desires to raise such capital. Each of the Members may, but shall not be required to, contribute additional capital to the Company on a pro rata basis. If less than all of the Members contribute the additional requested capital, then the Members shall have the right to participate, on a pro rata basis, in any further offering of (x) new and different Units to any Persons other than the existing Members as provided in Section 9.6(a)(ii), or (y) additional (other than Class A Units and Class B Units) Units or other securities of the Company as provided in Section 9.6(a)(iii). Capital contributions shall be due and payable within the

period specified in the Board's written notice to the Members, or on such other terms as the Board may reasonably determine to be necessary and appropriate.

- (ii) In the event the Board determines in good faith that it is in the best interests of the Company to meet its capital needs by issuing a new Class of Units in the Company different than any then existing Classes of Units, then the Persons acquiring such new Units may become new (as applicable) Members of the Company, as determined from time to time by the Board, upon terms and conditions determined in the reasonable business judgment of the Board to be commercially reasonable; provided that each such Member shall execute a counterpart signature page and agree to be bound by the terms and conditions of this Agreement, as it may be amended, to reflect the terms and conditions of admission of such new (as applicable) Members and/or new class of Units. If the requisite capital needed is not fully committed to pursuant to the provisions of this Section 9.6(a)(ii), then all of the requisite capital may then be raised in accordance with Section 9.6(a)(iii).

- (iii) In the event the Board determines in good faith that it is in the best interests of the Company to meet its capital needs by the issuance of new Units or other securities in the Company, including, but not limited to, Units of any Class (other than Class A Units and Class B Units), then all of the requisite capital may then be raised in the manner as determined by the Board upon terms and conditions determined in the business judgment of the Board to be commercially reasonable. With respect to any such transaction that involves the issuance of additional securities of the Company, each Member shall have a right of first refusal to purchase its pro rata share of any such securities. For purposes hereof, "pro rata" means the number of units equal to the ratio of (i) the number of Units held by such Member immediately prior to the issuance of such securities to (ii) the total number of Units outstanding immediately prior to the issuance of such securities. If the Company proposes to issue any such additional securities, it shall give each Member written notice of such intention, describing such securities, the price and terms and conditions upon which the Company proposes to issue the same. Each Member shall have thirty (30) days from the receipt of such notice to agree to purchase its pro rata share of such securities for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the number of Units to be purchased. To the extent any Member specifies a number in excess of his, her or its pro rata share, he, she or it may purchase additional offered securities to the extent they are not purchased by other prospective purchasers. Notwithstanding anything to the contrary contained in Sections 9(a)(i) or 9(a)(ii), the Board may elect to raise capital through the issuance of additional (other than Class A Units and Class B Units) or new securities of the Company in lieu of a capital call, in which event the procedure set forth in this Section 9(a)(iii) shall control and take precedence.

Notwithstanding the foregoing, this Section 9.6 shall not apply and a Member shall not have the right to purchase any Units issued to the Class B Members in connection with Section 7.9 above.

Section 9.7. Actions Requiring Super Majority Vote of the Board of Managers.

The following actions shall require approval by a majority of the Board; *provided, however*, if, at any time, the Class B Managers comprise less than a majority of the Board, then the Board shall not take, approve or permit the Company to authorize or engage in any of the following actions without first obtaining the Super Majority Vote of the Board of Managers:

- (i) Adopt an annual operating budget no later than November 1 of the preceding year. Notwithstanding the above, Super Majority Vote of the Board of Managers, if applicable, shall not be required provided the sum in excess of the approved budget does not (i) exceed the greater of \$50,000 or 10% of any applicable budget line or (ii) cause an aggregate variance from the approved budget of 10% or greater. In the event the Board of Managers cannot agree on a new annual budget, the Company (and its Subsidiaries) shall operate under the prior year's budget increased by 10% until approved.
- (ii) Authorize, approve or effect any Capital Transaction or any other consolidation, merger or sale of the Company or any of its subsidiaries or all or substantially all of its assets, in one transaction or a series of related transactions.
- (iii) Amend any annual budget resulting in an increase of 10% or more.
- (iv) Change or reorganize any Subsidiaries into any other legal form or change any tax election of the Company or any of its Subsidiaries.
- (v) Except as otherwise set forth in this Agreement, make distributions or dividends or decide to accrue dividends required by the terms of outstanding securities (other than for the Class B Units).
- (vi) Approve the underwriters in a Qualified IPO.
- (vii) Authorize the actions set forth in Section 7.7 of this Agreement; *provided, however, that* during the Exclusivity Period, such action shall require the approval of at least one (1) Class B Manager.
- (viii) Change any special approval rights set forth in Section 9.7 of this Agreement.
- (ix) Issue or incur any debt, other than with respect to acquiring machinery or equipment in the ordinary course of business (the terms of which must be presented to the Board).
- (x) Enter into any other lines of business other than the cannabis and related industries (such as hemp and CBD), or acquire any business that operates in any lines of business other than the cannabis and related industries (such as hemp and CBD).

- (xi) Approve or effect a liquidation or dissolution of the Company (or any of its Subsidiaries), including, without limitation, with respect to each Dissolution Event set forth in Section 12.1 of this Agreement.
- (xii) Termination of any officers or other executives of the Company.
- (xiii) Increase the salaries or such other annual compensation of any officers, executives, or employees of the Company.
- (xiv) Termination of the Management Services Agreement with KindRun Management, LLC without cause.
- (xv) Issue, grant, sell, or otherwise Transfer any equity interests in any Subsidiary of the Company.
- (xvi) Hire or offer employment to any officer of the Company.
- (xvii) Approve or engage with an accountant or accounting firm or legal counsel.
- (xviii) Make any Distributions, other than Distributions to which the Company is contractually obligated to make, including, but not limited to, payments under employment agreements.

ARTICLE 10

DISTRIBUTIONS AND WITHHOLDING

Section 10.1 Available Cash Flow

For any particular period, the term “**Available Cash Flow**” as used in this Agreement shall mean the aggregate cash receipts collected by the Company (including, without limitation, sales in the ordinary course of business, interest income, proceeds from the sale of capital assets and the proceeds from any business interruption insurance, but excluding Capital Contributions from Members, proceeds of any debt financing and the proceeds of any property, casualty, liability, life, or other insurance, unless otherwise determined by the Board of Managers) less (i) the payment or accrual for payment of all current operating expenses; (ii) any debt service payments; and (iii) provisions for the reasonable capital requirements of the Company, including working capital, appropriate to enable the Company to carry out its purposes, but disregarding depreciation, amortization and other noncash items. The Board of Managers’ determination of Available Cash Flow and its components, including, without limitation, the incurring of capital expenses and provisions for reasonable capital requirements and appropriate investments and reinvestments of by or in Company, shall be conclusive, in the absence of bad faith.

Section 10.2 Distribution of Available Cash Flow

(a) Subject to the admission of additional Members and classes of Units, Available Cash Flow of the Company, if any, shall be distributed among the Members from time to time, but no less frequently than annually, as determined in good faith by the Board of Managers and as follows:

(i) Operations. Available Cash Flow, if any, shall be distributed: (A) *first*, 100% to the Class B Member(s) pro rata in accordance with the *pro rata* Capital Contributions of each Class B Member until each Class B Member has received Distributions under this Section 10.2(a)(i) equal to its Preferred Return for any accrued but unpaid Accruing Dividends; (B) *second*, 100% to the Class B Member(s) pro rata in accordance with the *pro rata* Capital Contributions of each Class B Member until each Class B Member has received Distributions under this Section 10.2(a)(i) equal to 150% of its total Capital Contribution (together with such Distributions paid in accordance with Section 10.2(a)(i)(A), the “**Class B Preferred Amount**”); and (B) *third*, after offsetting all Class A Advances (as defined in Section 10.3 below) received by the Class A Members in accordance with Section 10.3 below, to all Members *pro rata* in accordance with the percentage interests of each Member, as set forth on Exhibit A attached hereto, as may be amended from time to time to reflect additional investments and/or the admittance of additional Members.

(ii) Capital Transactions. Available Cash Flow arising from a Capital Transaction shall be distributed:

A. *First*, to the Class B Member(s) before any payment shall be made to the holders of any other Class of Units by reason of each such Class B Member’s ownership thereof in an amount equal to the Class B Preferred Amount. Notwithstanding the foregoing, if, upon any Capital Transaction, the Available Cash Flow of the Company available for distribution to its Members shall be insufficient to pay the holders of Class B Units the full amount to which they shall be entitled under this Section 10.2(a)(ii)(A), such Class B Member(s) shall share ratably in any distribution of the Available Cash Flow in proportion to the respective amounts which would otherwise be payable in respect of the Class B Units held by them upon such distribution as if all amounts payable on or with respect to such Class B Units were paid in full.

B. *Second*, after (x) the Distributions of the Class B Preferred Amount to the Class B Members in accordance with the preceding Section 10.2(a)(ii)(A) above of all amounts required to be paid to the holders of Class B Units, if applicable, and (y) offsetting all Class A Advances (as defined in Section 10.3 below) received by the Class A Members in accordance with Section 10.3 below, the remaining Available Cash Flow of the Company from a Capital Transaction available for distribution to its Members shall be distributed among all Members *pro rata* based on the number of Units held by each such Member.

C. Notwithstanding the foregoing provisions of Section 10.2 to the contrary, the Board of Managers shall have the right to apply any Available Cash Flow to be distributed to a Member against any amounts due from, or required to be contributed by, such Member to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Member. If such Available Cash Flow is applied against any amount required to be contributed by any Member to the capital of the Company, such application shall also be deemed to be a Capital Contribution to the Company as provided for herein.

D. In the event of a Qualified IPO, each Member’s Units will be automatically converted into common units (or such other common equity interests or common equity securities equivalents) of the Company at the then applicable conversion price equal to the equivalent value of such Member’s Units pursuant to the foregoing Section 10.2(a)(ii)(A) and (B), and the Class B Preferred Amount shall immediately terminate. Such Units may or may not be

registered as part of a Qualified IPO. If the Company elects to proceed with a Qualified IPO in accordance with the terms of this Agreement, it reserves the right to convert from a limited liability company to a corporation or other corporate entity in order to better effectuate such Qualified IPO transaction. Each Class B Member acknowledges and agrees that the Class B Preferred Amount shall immediately terminate upon a Qualified IPO or exchange of a Member's security in the Company in connection with a reverse merger or similar transaction related to a Qualified IPO.

E. In the event of a Capital Transaction, if any portion of the consideration payable to the Company or its unit holders is placed into escrow, and/or is payable to the Company or its unit holders subject to contingencies, the merger agreement, sale agreement, or other agreement governing such Capital Transaction shall provide that (x) the portion of such consideration that is not placed into escrow and not subject to any contingencies (the "**Initial Consideration**") shall be allocated among holders of the Units of the Company in accordance with this Section 10.2(a)(ii) as if the Initial Consideration were the only consideration payable in connection with such Capital Transaction and (y) any additional consideration which becomes payable to the Company or its Members upon release from escrow or satisfaction of contingencies shall be allocated among the holders of Units of the Company in accordance with this Section 10.2(a)(ii) after taking into account the previous payment of the Initial Consideration as part of the same transaction.

(b) Distributions of Available Cash Flow made only to a specific class of Members shall be made to the Members in such class in a pro rata manner in accordance with the number of Units held by all such Members in such class.

(c) Distributions of Available Cash Flow shall be made to Members of record as of the record date established by the Board of Managers.

(d) Notwithstanding anything to the contrary set forth in paragraph (a) of this Section 10.2, any Available Cash Flow which arises during the dissolution or liquidation of the Company shall be distributed in accordance with Section 13.4 below.

(e) Unless provided in conjunction with the payment of the Preferred Return, the Company is prohibited from making Distributions in kind unless otherwise approved by a Super Majority Vote of the Board of Managers.

(f) To the extent the Company is required by applicable law to withhold or to make a tax payment (but not including interest and penalties with respect to payments determined to have been due but not paid in prior fiscal years) on behalf of or with respect to any Member (including, without limitation, backup withholding or withholding with respect to Members that are neither citizens nor residents of the United States), the Company may withhold such amounts (if applicable) and make such tax payments as so required. For purposes of this Agreement, any taxes so withheld by the Company with respect to any amount otherwise distributable by the Company to any Member shall be deemed to have been distributed to such Member for all purposes.

Section 10.3 Class A Advances.

Subject to the availability of sufficient funds, the Company shall make certain payments to the Class A Members as advances on Distributions ("**Class A Advances**"), up to the extent of

Class B Members' capital contributions (excluding capital contributions in connection with the Purchase Option B Units), and to be used solely for the purposes, as set forth in subsections (a), (b), and (c) below:

- (a) For the period of time commencing on the Effective Date and ending upon the commencement of Phase III (as defined in Section 10.3(c) below) ("**Phase I**"), monthly advances in the aggregate amount equal to the Phase I Monthly Payment Amount. For purposes of this Section 10.3(a), "**Phase I Monthly Payment Amount**" shall mean the payment, on a monthly basis, of an amount equal to Top Shelf Cannaseurs' monthly rental rate on its 20,000 square feet of dedicated space at 56 Industrial Drive, Uxbridge, MA, under the Leases; *provided, however*, such payment amount hereunder shall be based on actual invoices or lease statements and shall not exceed \$24,000 in the aggregate per month (the "**Rent Payment**") and further provided for however such Phase I Monthly Payment Amount may only be utilized to pay the Rent Payment.
- (b) Commencing upon the date the Company or Top Shelf Labs generates revenue for three (3) consecutive months ("**Phase II**"), and subject to the availability of sufficient funds, monthly advances in the aggregate amount equal to the Phase II Monthly Payment Amount, which shall be made to certain Class A Members and officers of the Companies as directed by the Board from time to time. All payments hereunder shall be contingent on such Class A Members and/or officers being actively employed by the Companies on each date of payment. For purposes of this Section, "**Phase II Monthly Payment Amount**" shall mean the payment in the total amount of up to \$13,333.33 per month; *provided, however*, that the gross Phase II Monthly Payment Amount to both Companies in the aggregate shall not exceed \$13,333.33 per month. Subject to subsection (c) below, Phase II Monthly Payment Amounts shall be payable in addition to any Phase I Monthly Payment Amount obligations, and further provided that such Phase II Monthly Payment Amount may only be utilized to pay advances to Class A Members and/or officers as permitted herein.
- (c) In the event that Top Shelf Cannaseurs generates revenue for three (3) consecutive months ("**Phase III**"), Phase I shall terminate immediately; *provided, however*, to the extent Phase II has commenced, any advances to the Companies on account of the Phase II Monthly Payment Amount shall continue to remain in effect subject to the restrictions in Section 10.3(b) above, so long as either the Company or Top Shelf Labs is generating revenue for three (3) consecutive months.

All Class A Advances made by the Company to in accordance to this Section 10.3 shall be treated as an advance of, and shall reduce and be an offset against, subsequent Distributions that would otherwise be made to the Class A Members under Section 10.2(a)(i) and Section 10.2(a)(ii).

ARTICLE 11

BOOKS OF ACCOUNT AND RECORDS; TAX MATTERS

Section 11.1 Books and Records

The Company, acting through the officers and Board of Managers, shall maintain complete and accurate books and records using either the cash method or the accrual method of accounting, as the Board of Managers may determine, and otherwise in accordance with generally accepted accounting principles, consistently applied. The books and records shall at all times be maintained at the principal office of the Company and shall be open to reasonable inspection during business hours upon reasonable advance written request of a Member specifying the reason for such request (which reason shall be directly related to the interest of such Person as a Member), and copying thereof by the Members or their duly authorized representatives at such Member's expense. The Company may require, as a condition precedent to permitting inspection and copy of such records, that the requesting Member agree in writing that such Member will not provide the information to third parties other than legal counsel, accounting or other professional advisors, or make any other use of such information not directly related to such Person's interest as a Member. The Company will provide to all Members on an annual basis its reviewed (or audited) financial statements prepared by an independent CPA firm.

Section 11.2 Treatment As Corporation for Income Tax Purposes

It is the intention of the Members that the Company be treated as a corporation for federal, state and local income tax purposes, and no Member shall take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

Section 11.3 Tax Returns

At the expense of the Company, the Board or authorized officers 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 any Subsidiaries own property or do business.

Section 11.4 Tax Information

As soon as available after the end of each fiscal year of the Company, the Board shall send or cause to be sent to each Member the tax information necessary for the preparation by such Member of his federal and other income tax returns.

Section 11.5 Inspection of Property

The Company shall permit any Member, upon written demand under oath stating a purpose therefore reasonably related to its interest as a Member, during normal business hours and at such other times as the Member may reasonably request, to (i) examine the Company's financial records and make copies thereof or extracts therefrom at the Member's sole expense and (ii) discuss the affairs, finances and accounts of the Company with the Board of Managers and officers of the Company, provided that Company shall not be obligated to provide any information or access to

a Member if or to the extent the Company is advised by its legal counsel that such action would result in a waiver of attorney/client privilege as between the Company and its legal counsel.

ARTICLE 12

DISSOLUTION OF THE COMPANY

Section 12.1 Events of Dissolution

The happening of any of the following events (each, a “**Dissolution Event**”) shall result in the immediate dissolution of the Company:

- (a) the written agreement of the Board in accordance with Section 9.7; or
- (b) the sale or exchange of all or substantially all of the assets of the Company or the Units.

ARTICLE 13

ADDITIONAL PROVISIONS CONCERNING DISSOLUTION OF THE COMPANY

Section 13.1 Winding Up Affairs; Liquidation

In the event of the dissolution of the Company for any reason, the Board of Managers, or if the Board of Managers is unable to do so, a liquidating agent or committee selected by the Board of Managers, shall commence to wind up the affairs of the Company and to liquidate its assets in accordance with the Act and the terms of this Agreement, and shall cause the Certificate to be cancelled in accordance with the provisions of the Act. Allocations of income, gain, loss, expense, deductions, tax preference items and tax credits shall continue to be made among the Members during the period of liquidation in accordance with the provisions of this Agreement. The Board of Managers or any such liquidating agent or committee, as the case may be, shall have the full right and unlimited discretion to determine the time, manner and terms of (i) any sale or sales of Company assets pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and economic conditions, and (ii) any in-kind liquidating distributions to Members, so long as any nonratable distributions of property interests result in the distributees receiving value in accordance with the provisions of this Agreement.

Section 13.2 Time for Liquidation

A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities so as to enable the Board of Managers or liquidating agent or committee, as the case may be, to minimize the normal losses attendant to any such liquidation.

Section 13.3 Required Reports

If requested by the Board of Managers, the liquidating agent or committee, as the case may be, shall furnish each Member with a statement audited and certified by an independent firm of

certified public accountants showing: (i) the net profit or net loss of the Company from the date of the last annual statement prepared hereunder, to the date of the final distribution of the proceeds of the liquidation to the Members and (ii) the manner in which the proceeds of liquidation were distributed.

Section 13.4 Distribution of Proceeds From Sale and Liquidation of Company Property

Upon the liquidation, dissolution, or winding-up of the Company, including (without limitation) any sale of all or substantially all of the Company's assets or similar change of control transaction (including by merger or otherwise) that is consummated in connection therewith, resulting therefrom, or otherwise related thereto (a "**Liquidation Event**"), the net proceeds of such Liquidation Event and any other funds or property of the Company shall be distributed and applied to the extent available in the following order of priority:

- (a) to the payment of debts and liabilities of the Company including any debts and liabilities to a Member;
- (b) to the setting up of any reserves which the Board or the liquidating agent or committee, as the case may be, deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Company; and
- (c) after taking into account any and all prior allocations and distributions by the Company for the current fiscal year, in the same manner set forth above in Section 10.2(a)(ii).

ARTICLE 14

AMENDMENTS

Except to the extent specifically set forth herein, this Agreement may be altered or amended only by the vote of the Board of Managers. Any amendment to this Agreement approved in accordance with the terms of this Article 14 shall be binding upon all Members, whether or not they consented to or joined in such amendment, and the Board of Managers shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Member pursuant to the power of attorney set forth in Section 16.4 of this Agreement. Any amendment so approved shall for all purposes, including, without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Members. **Notwithstanding the foregoing or anything contained in this Agreement to the contrary, except as may be prohibited by applicable law, any amendment to this Agreement that adversely affects or adversely alters the rights, preferences or privileges of the Class A Members or Class B Members (or such other classes of Units that may be authorized and added from time to time) in a manner different than the holders of other Units (as the case may be) shall also require the vote of the Members holding at least a majority of the then issued and outstanding Class A or B Units (or such other Units authorized and added hereunder), as applicable, *provided, however,* for purposes of clarity the issuance of new Units pursuant to Article 9 of this Agreement (so long as done in accordance with any pre-emptive rights of Members) shall not require the vote of at least a majority of the Class A or Class B Units, as applicable, or**

any other class of Units; and any amendment that would alter the rights or obligations of any Member in a manner adverse and disproportionate to other Members shall require the prior written consent of such Member.

ARTICLE 15

REPRESENTATIONS AND WARRANTIES

Section 15.1 Representations and Warranties. Each of the undersigned Members of the Company hereby represents and warrants to the other Members and to the Company as follows:

(i) The undersigned is acquiring the Units of the Company solely for such Member's own account, as a principal, for investment purposes only, and with no present intention agreement or arrangement to resell, transfer or assign any of such Units.

(ii) The undersigned acknowledges that: (A) the Units have not been registered under the Securities Act, or under the securities laws of any state, and therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of one or more states, or an exemption from registration is available; (B) the Company is under no obligation to register the Units and the Company has no intention of making publicly available the information necessary for the Member to use the exemption from registration provided in Rule 144 promulgated under the Securities Act; (C) there is no established or anticipated public market for the Units; (D) the offering price of the Units has been arbitrarily determined; (E) the value of the Units is speculative; and (F) transfer of the Units is restricted under the terms of this Agreement and by applicable law.

(iii) The undersigned has the legal right, power and authority to enter into this Agreement and represents and warrants that the execution and delivery of this Agreement and the performance of the Member's obligations hereunder do not conflict with any agreement, instrument, court or administrative order to which such Member is a party or by which such Member is bound.

(iv) Upon the execution and delivery of this Agreement by the undersigned, it shall represent the valid, binding and legal obligation of the undersigned, enforceable in accordance with its terms.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1 Applicable Law Forum

This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts. AS A MATERIAL INDUCEMENT FOR EACH MEMBER TO BECOME A PARTY TO THIS AGREEMENT, EACH MEMBER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS AND ALL COURTS FROM WHICH

DECISIONS OF THE FOREGOING MAY BE APPEALED FOR PURPOSES OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT, INCLUDING ENFORCEMENT OF ANY ARBITRATOR'S AWARD UNDER ARTICLE 17, AND EACH MEMBER HEREBY WAIVES ANY AND ALL RIGHTS SUCH MEMBER MAY OTHERWISE HAVE TO CONTEST THE JURISDICTION AND VENUE OF SUCH COURTS. EACH MEMBER FURTHER CONSENTS TO SERVICE OF PROCESS UPON SUCH MEMBER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID AT THE ADDRESS OF SUCH MEMBER MOST RECENTLY REFLECTED ON THE BOOKS OF THE COMPANY. The parties hereto acknowledge that the production, sale, manufacture, possession and use of cannabis is illegal under U.S. federal law, including the investment in a company engaging in such activities, and the parties expressly waive any defense to the enforcement of the terms and conditions of this Agreement based upon non-conformance with applicable law relating to cannabis (marijuana) and the cannabis (marijuana) industry.

Section 16.2 Counterparts

This Agreement may be executed in multiple counterparts and by way of facsimile or scanned email transfer, each of which shall constitute an original, and all of which together shall constitute one and the same agreement. Each party may rely upon electronic copies of the signed Agreement to the same extent as a manually signed original copy hereof.

Section 16.3 Severability of Provisions

Each provision of this Agreement shall be considered separately and if, for any reason, any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation or affect any other provision of this Agreement which is valid, nor shall it affect the subject provision, except to the extent necessary to conform to then prevailing law.

Section 16.4 Power of Attorney

Each Member hereby constitutes and appoints the Board of Managers of the Company, and each of them from time to time in office, such Member's true and lawful attorney in fact for such Member and in such Member's name, place and stead to (a) secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of Section 4.1; (b) make, execute, sign, acknowledge, file for recording, and publish, such documents and instruments as may be necessary from time to time to carry out the provisions of this Agreement; (c) effect the transfer of Units in the Company; (d) appoint a successor Tax Representative as provided hereunder; (e) effectuate the issuance of Units in the Company and the admission of new Members, all in accordance with the terms of this Agreement; and (f) execute and deliver any certificate or instrument required to amend this Agreement pursuant to its terms, or otherwise to conform the terms of this Agreement to the provisions of the Act, the Code, and any Treasury Regulations promulgated thereunder, as these may change from time to time. The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest, and shall survive the bankruptcy, death or incapacity or termination of legal existence of a Member, and the assignment by any Member of his interest in the Company; provided, that in the event of such an assignment, the foregoing power of attorney of the assignor Member shall

survive such assignment only until such time as the assignee is admitted as a Member of the Company, and all required documents and instruments have been duly executed, filed and recorded to effect such substitution. No Member shall grant any proxy or become party to any voting trust or other agreement which is inconsistent with, conflicts with, or violates any provision of this Agreement.

Section 16.5 Entire Agreement

This Agreement, together with the Exhibits hereto and any other agreement between the Company and any Member relating to the subject matter hereof, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto, and there are no promises, agreements or understandings, oral or written, expressed or implied, among the Members or any of them relating to the subject matter of this Agreement except as set forth herein.

Section 16.6 Separate Counsel

Each Member represents that such Person has had the opportunity to consult with separate legal counsel as to the terms and provisions of this Agreement, the terms and provisions of all documents and agreements referenced herein, the nature of the business of the Company, the application of all laws, regulations and rules relating thereto, at the expense of the undersigned Person, prior to signing and delivering this Agreement, and has signed and delivered this Agreement to the Company with the intent to be legally bound hereby. The Member further acknowledges that he/she/it is not being represented by Burns & Levinson LLP, counsel to the Company (“**B&L**”), in connection with the review or negotiation of the terms of this Agreement. The Member is not relying on B&L and understands and agrees that it should consult its own attorneys, accountants, investment advisors and other professional advisors as to legal, tax and related matters concerning this Agreement.

Section 16.7 Waiver of Jury Trial

Each Member hereby waives any right to a trial by jury with respect to any litigation which arises out of or which is related to the respective rights and obligations of any party to this Agreement or any transactions contemplated hereby.

Section 16.8 Confidentiality

Unless otherwise required by law, each Member shall, and shall cause each of his or its Affiliates to, maintain, at all times from and after the date of such Member’s execution of this Agreement (including after any time such Person ceases to be a Member), the confidentiality of all information furnished to him or it pertaining to the Company, other than information that such Member can demonstrate (a) is generally known to the public (other than as a result of dissemination by such Member or his Affiliates), (b) was obtained by such Member from a third party who is not prohibited from transmitting the information to such Member by a contractual, legal or fiduciary obligation to the Company, or (c) that the Board has consented to in writing; provided that the prohibitions set forth in this Section 16.8 shall not apply to any information that a Member is required by law to disclose, so long as such Member provides the Company with as much prior notice as is practicable to the extent such notice is legally permissible. Nothing in this

Section 16.8 shall prohibit any Member or any of its Affiliates from disclosing the terms of this Agreement to its counsel or any court or other governmental entity in connection with the enforcement by such Member of this Agreement.

Section 16.9 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 16.10 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and permitted 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 16.11 Successors and Assigns

Subject to the restrictions on Transfers set out 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 permitted assigns. This Agreement may not be assigned by any Member except as permitted by this Agreement and any assignment in violation of this Agreement shall be null and void.

Section 16.12 Waiver

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out 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.

ARTICLE 17

ARBITRATION

The parties hereby agree that unless otherwise specifically required by law, any and all disputes, and legal and equitable claims arising between or among the Members, the Board of Managers, the officers, the Company, or any of them or any combination of them, which relate to the rights and obligations of such Persons under the terms of this Agreement, any agreement contemplated hereby, or any future agreement, understanding or instrument to which two or more such Persons may be parties, shall be submitted to binding arbitration in the Commonwealth of Massachusetts, JAMS, Inc. before a single arbitrator. Arbitration shall take place in Boston,

Massachusetts, or any other location mutually agreeable to the parties. Reasonable notice of a time and place of arbitration shall be given to all persons as shall be required by law, in which case such persons or their authorized representatives shall have the right to attend and/or participate in all the arbitration hearings in such matter as the law shall require. Any Person who commences any litigation in violation of the terms hereof, and fails to prevail, shall be liable for all reasonable costs and expenses of the arbitration or litigation, including without limitation the fees of the arbitrator(s) and legal counsel to all parties, and witness fees of all parties to the proceeding.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Operating Agreement under seal as of the date set forth above.

COMPANY:

TSC DELIVERY, LLC

By:  _____

Name: Ryan Cohen

Title: Manager

[SIGNATURE PAGES OF MEMBERS TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Operating Agreement under seal as of the date set forth above.

CLASS A MEMBERS:

Date: 12/31/2020



Name: Ryan Cohen

Date: 12/31/2020



Name: Scott Bulkeley

Date: 12/31/2020



Name: Andrew Brown

Date: 1/10/2021



Name: William Garofalo

Date: 12/31/2020



Name: John Cirillo

IN WITNESS WHEREOF, the parties have executed this Operating Agreement under seal as of the date set forth above.

CLASS B MEMBERS:

KindRun Investments, LLC

Date: 12/31/2020


By: 
Name: Rishi Gautam
Title: Manager

Exhibit A**Class A Units**

Member and Address	Class A Units	Initial Capital Contribution	Date of Capital Contribution	Percentage Ownership
[Ryan Cohen] [_____] [_____]	[_____]	\$_[_____]	12/__/2020	51.00%
[Andrew Brown] [_____] [_____]	[_____]	\$_[_____]	12/__/2020	8.00%
[Scott Bulkeley] [_____] [_____]	[_____]	\$_[_____]	12/__/2020	6.00%
[William Garofalo] [_____] [_____]	[_____]	\$_[_____]	12/__/2020	1.00%
[John Cirillo] [_____] [_____]	[_____]	\$_[_____]	12/__/2020	1.00%

Class B Units

Member and Address	Class B Units	Committed Capital Contribution	Date of Capital Contribution Commitment	Percentage Ownership
KindRun Investments, LLC c/o RiverForce Partners 177 Huntington Ave., 17 th Floor Boston, MA 02115	[_____]	\$_[Up to 1,000,000]	12/__/2020	33.00%



2021 Business Plan

This Business Plan is confidential and contains proprietary information and intellectual property of TSC Delivery, LLC. Neither this Business Plan nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of TSC Delivery.

This Business Plan does not constitute an offer to sell or solicitation of an offer to buy securities of TSC Delivery. Any such offers and sales will be made only to "Accredited Investors," as defined in Regulation D under the Securities Act of 1933, as amended, pursuant to separate agreements to be negotiated by the parties.

© 2021 by TSC Delivery LLC.

1. Executive Summary

TSC Delivery (TSCD) LLC is a Massachusetts-based startup entering the recreational marijuana home-delivery market. This anticipated entry will take place in early 2021 and be based out of Hudson, MA. TSC Delivery's primary purpose will be to source recreational marijuana and marijuana products from Cannabis Control Commission-license marijuana establishments which will be offered through home delivery Massachusetts consumers aged 21 and over.

This business will be viable and profitable by being a reliable leader from the beginning that is known for reaching higher standards than other delivery companies. This can be attained through developing close vendor relations and exacting detailed protocols for home delivery. TSC Delivery will follow industry standard operating procedure (SOP) and develop detailed analytics to ensure delivery routes are efficient and lean. Doing so will allow TSCD to grab valuable early market share, and subsequent brand loyalty, thus advancing its delivery services early.

TSC Delivery has registered with the MA Secretary of State's office and begun the application process with the Cannabis Control Commission (CCC). TSCD will obtain a Host Town Agreement with Hudson. As a social equity company with a 3-year exclusive window, TSCD will be in the first group of potential licensees and is prepared to enter the previously undiscovered home delivery market.

2. Customers

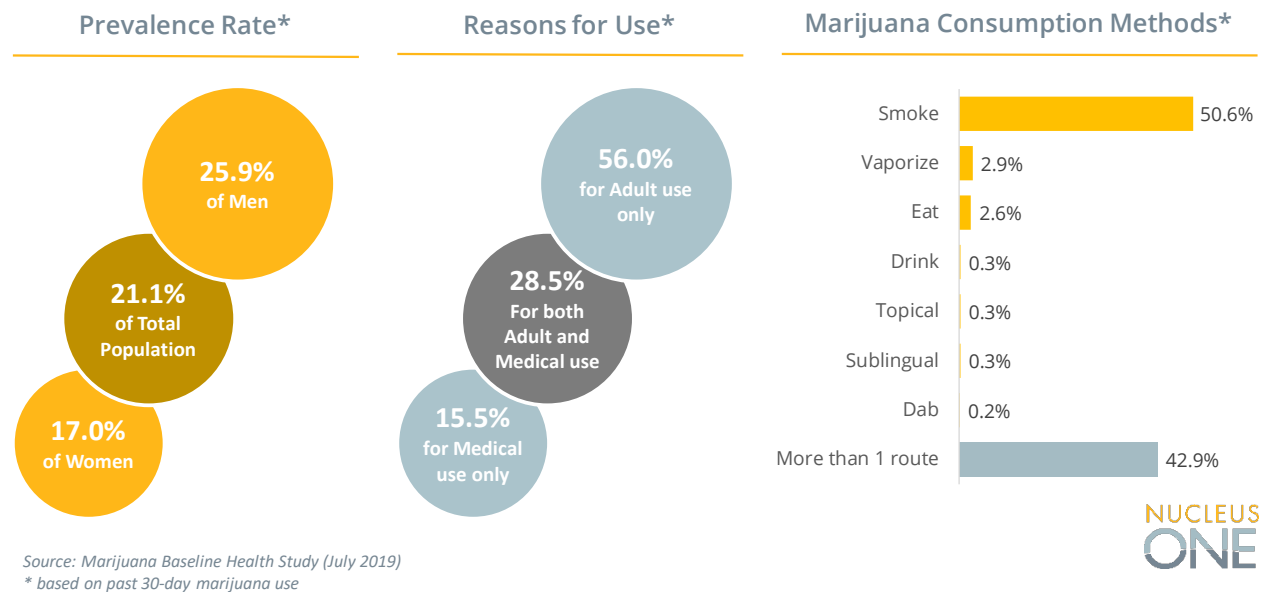
TSC Delivery's warehouse is strategically located to service markets in the MetroWest, Greater Boston and beyond. These locales offer the right mix of disposable income and population density that TSCD is seeking. Over time, TSC Delivery may expand its reach as predicated by customer needs and logistics. TSCD's operations will be designed to easily broaden its coverage area rapidly while remaining tactical. With as little as a few weeks' notice, TSCD can expertly pivot and expand its fleet to more markets.

3. Market & Opportunity Analysis

The Commonwealth of Massachusetts offers a very unique opportunity in the cannabis market. It is one of the first major state east of Colorado to open its doors and approve cultivation and use of marijuana and the first of the large New England states where cannabis adult-use has been approved. Neighboring states like, Vermont, New Hampshire, Rhode Island, and Connecticut are only allowing medical cannabis distribution or are just now starting to consider adult-use. The market is expected to continue to grow with a higher demand.

MJBizDaily estimated the number of in-state Massachusetts customers between 1,300,000 and 1,600,000 in 2019. Meanwhile, a study found that 20% of Massachusetts population consumed marijuana in the past 30 days¹.

In the backdrop of this widespread acceptance and use of marijuana, Massachusetts is now home to one of the fastest-growing legal adult use markets. Massachusetts’ first year of retail operations has been a major success with close to \$450 million in gross sales. Recreational sales are projected to exceed \$2 billion by 2023 according to the Brightfield Group, a Chicago-based cannabis market research firm.



The adult use market is fueled by in-state customers as well as out-of-state tourism. With 25.7 million domestic visitors to Massachusetts in 2018², many have already or will likely add to in-state demand for marijuana products.

The current market climate presents the following problems as opportunities:

- With Covid-19 far from over, consumers are looking for a safer alternative to fulfill their cannabis needs.
- Car and foot traffic at stores are issues that continue to plague many area dispensaries.
- Home delivery is an unproven service locally making customers unsure of value/reliability.

TSC Delivery will alleviate these problems by allowing the consumer to stay at home and avoid visiting a dispensary or illicit market. This service will be perfected over time, allowing people to

¹ Massachusetts Department of Public Health, “Marijuana Baseline Health Study” (July 2019)

² Massachusetts Office of Travel & Tourism, *Annual Report 2018*

still enjoy the same products they depend on now, but without the hassle or risk of leaving home. With little costs being added to the consumer, it is a no-brainer for this service to be value added for clients. By design, these services will benefit the public by eliminating traffic and keeping people at home.

4. Regulatory Considerations

TSC Delivery will adhere closely to the regulations set forth by the CCC. It will establish and follow the strict guidelines provided to ensure that TSCD remains the most secure and reliable home-delivery company in this space. TSC Delivery acknowledges that the CCC, on the State's behalf, will enforce the adherence to home-delivery laws with little room for error.

5. Sales Plan

TSC Delivery will gain market share by offering the most secure and reliable delivery service in the MA market. TSC Delivery will focus on acquiring and retaining wholesale supply partners who can drive the company forward and appeal to its customer base. Owner Ryan Cohen has formed many relationships with cultivators and manufacturers in MA as he developed his own cultivation and manufacturing company *Top Shelf Cannaseurs*. TSC Delivery will continue to use these existing relationships to explore possible synergies with these companies and to supply exceptional products to its delivery customers.

6. Outreach Plan

TSC Delivery will work out an outreach plan with our Host Community. Being a veteran owned company, TSC Delivery would like to make a difference with veterans in the community through volunteerism and donations. The company would also like to help make a difference locally with drug awareness and rehabilitation. Beyond that, the company wishes to work closely with the Town to explore other ways in which outreach is needed by meeting with community officials and organizations that service the local area and residents.

7. Staffing Plan

TSC Delivery is committed to providing equal employment opportunity to all applicants and employees while remaining in compliance with Massachusetts State Laws and the Department of Labor and Training's relevant Wage and Workplace regulations.

When hiring, TSC Delivery will seek out applicants who are not just qualified and experienced but who also demonstrate alignment with TSCD's vision, work ethic and values. All of TSCD's team members will strive to provide the highest quality service and products to its customers. Each employee will have a deep understanding of the products and services TSC Delivery provides.

Outlined below are the key positions responsible for operations of TSC Delivery. The Senior Management team will oversee the Director of Operations, who oversees all other operational staff.

Director of Operations

- Oversees warehouse, delivery, and supply chain operations
- Reports to Management Team
- Oversees human resources with direct influence on growing the staff and maintaining compliant human resources, excellent training, and employee engagement
- Responsible for community outreach through relationships with community officials and residents
- Communicates and implements the organization's vision, mission, and overall direction leading the execution of management's operational strategy
- Responsible for developing and maintaining relationships with suppliers, vendors, and strategic partners in support of the company's mission and strategy
- Responsible for KPI development and reporting, systems and process improvements, and overall operational efficiency and effectiveness

Inventory Manager: The Inventory Manager is responsible for sourcing products for TSC Delivery and managing inventory within the facility.

- Overseeing inventory acquisition and pricing
- Managing the daily delivery, receiving, and tracking of product to the warehouse
- Managing inventory and all activities related to the inventory tracking system
- Interfacing and maintaining relationships with vendors
- Maintaining accurate inventory records
- Providing daily and weekly reports on inventory from the inventory management system
- Coordinating employee trainings on new products and brands
- Ensuring warehouse stock

Warehouse/ Security Manager: The Warehouse Manager reports to the Director of Operations and is responsible for daily warehouse and security operations including:

- Managing packaging, picking, stocking, and cleaning activities in the warehouse
- Overseeing warehouse and delivery security, working with the Director of Operations
- Responding to supplier and vendor inquiries and complaints
- Overseeing dispatch control
- Training and managing warehouse and delivery agents
- Ensuring all staff have daily schedules and duties are assigned
- Security associate hiring, training, and management
- Managing Security personnel and equipment and setting schedules
- Ensuring accountability and compliance

- Reviewing and maintaining security and safety procedures
- Overseeing security systems and equipment as well as maintenance and regular checks
- Acting as the liaison with local law enforcement
- Ensuring security of records and recordkeeping systems and hardware

Human Resources Coordinator: The Human Resources Coordinator has responsibility for HR functions along with the Director of Operations, including:

- Recruitment, onboarding, and aspects of the new hire orientation
- Implementation and administration of human resource programs, including employee benefit programs and required trainings
- Creating Employment policies and maintaining the Employee Handbook with updated information
- Responsibility for all employee records and organization as well as State and Federal reporting
- Responsibility for compliant employee hiring and termination

Security Associate(s): Security Associates are responsible for the safety and security of daily operations for TSC Delivery. Their responsibilities include:

- Restricting access to the warehouse and limited and restricted access areas therein.
- Monitoring security cameras for suspicious activity
- Monitoring communication equipment and conducting location checks
- Conducting regular security checks throughout and around the facility
- Maintaining daily security records and logs
- Enforcing the standard of conduct within the facility and across its operations
- Preventing diversion and theft
- Training staff on emergency procedures as well as security protocols and prevention of theft and diversion techniques

Delivery Agents: The delivery agents serve on a rotating basis, conducting warehouse operations responsibilities as well as deliveries to customers and dispatch duties. Their responsibilities include:

- Providing product knowledge, consumer outreach and education, and sales advisory to customers as needed, through online ordering system and as needed
- Preparing orders and package individual orders for delivery
- Assist Inventory Manager with preparing inventory and sales reports on weekly basis
- Handling financial transactions through sales, purchase, and checkout
- Maintaining warehouse efficiency, cleanliness, and order
- Conducting secure delivery of marijuana and marijuana products to delivery customers
- Working compliantly within the regulatory framework

- Maintaining knowledge and mastery of the training they receive and the rules and regulations surrounding marijuana as well as company policies provided in the employee handbook
- Recording and reporting marijuana waste, storage, and disposal
- Ensuring inventory is accurately reflected in the Inventory Management System and synced with the ordering system and CRM
- Maintaining the sanitary condition of the facility, including removing all waste and other discarded materials and conducting daily and weekly cleanings

Director of Outreach & Marketing: Responsible for the development and implementation of community outreach programs along with handling all things related to public relations for TSC Delivery. The responsibilities of this position include:

- Serving as a main point of contact between TSC Delivery and the public
- Presenting educational material to employees, customers, and management
- Preparing the surrounding community for the opening of the business as well as ongoing promotional efforts and events
- Conducting media outreach to journalists, bloggers, and selected media
- Responsible for making TSC Delivery well known and well thought of by the community
- Overseeing advertising and promotional campaigns
- Executing branding and design projects and maintaining updated brand standards

Administrative / Dispatch Agent: This person will serve on a rotating basis and will serve as communication hub for delivery agents. They will be responsible for:

- Coordinating delivery agent schedules, communication, and pre-departure/post-delivery checks
- Communicating updates from the warehouse or customers to delivery agents
- Maintaining communication with delivery agents and checking location, compliant communications, and security routinely (at least every 30 minutes while on dispatch duty)
- Answering phones; providing information or directing calls to the appropriate staff members
- Maintaining supply of Operator materials, facility's needs, and office supplies

8. Launch/Implementation Plan

With an HCA in hand, TSC Delivery can apply for its final license from the CCC and ultimately commence operations. This phase will begin with a review process and conclude with inspections from the CCC. Once operational, TSCD will aggregate real-time data and decide whether to expand its operations immediately or wait.

9. Projected Revenue

TSCD has created an extensive business model driven by a specific customer-oriented strategy and operation plan. The company understands revenue and expenses are interconnected. The model includes industry specific, operational knowledge and administrative expertise, revenue projections and detailed expense projections. The income statement shows an excellent progression from a loss situation leading to the commencement of operations to profit within three years. Year-one operating budget and revenues will be greatly affected by the timing of the build-out of the facility and its opening.

Major expenses include:

- Occupancy lease and related expenses, including utilities, such as electric, water, heat, telephone and internet, all business, building and general liability insurance as well as security and ongoing building maintenance;
- General management expenses, includes administrative services as well as overall management expenses, including office expenses such as copiers, paper, mail and shipping, travel, or employee morale as well as industry and community outreach for local community support and awareness;
- Professional and service fees such as accounting and legal or tax return preparation, operations expertise, banking fees, management and IT consultants and system related expenses, payroll fees, annual license fees;
- Local town taxes, if applicable, or voluntary grants in support of town services.

The company has already developed relationships with banking institutions.

Other capital expenditures forecasted are related to the start-up phase of this project, including Planning and development, build-out cost of the facilities and equipment costs, all the costs relative to the size of the necessary operation to conduct business, serve the demand adequately and meet financial sustainability.

The company will continue to monitor its financial performance on a regular basis, investing in the proper systems and protocols to do so.



Advocacy. Tailored Insurance Solutions. Peace of Mind.

To: Massachusetts Cannabis Control Commission

From: Patrick Ryder
Broker License Number: 499518

Subject: Will serve letter for TSC Delivery LLC (a Massachusetts LLC)

To Whom it May Concern,

I, Patrick K Ryder, can meet the minimum requirements of insurance for general liability, Auto liability, worker compensation and property for TSC Delivery LLC. We can cover the minimum per occurrence and annual aggregate limits required by Massachusetts Cannabis Control Commission, as follows:

- A policy that shall include general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy will be no higher than \$5,000 per occurrence.
- As applicable, any other insurance required by Applicable Law or as Company may, in its discretion, determine to be necessary

We have evaluated our clients risk and have determined that they can receive the minimum of any contractual requirements that has been set forth with carriers who carry a minimum AM Best Rating of A VII.

Please feel free to contact me at any time if you have any questions.

Regards,

A handwritten signature in black ink that reads 'Patrick Ryder' in a cursive script.

Patrick Ryder RPLU, CPCU
Senior Vice President, Management & Professional Liability Segment Leader
HUB International Colorado
2000 S Colorado Blvd.
Tower 2, Suite 150
Denver, CO 80222

Maintaining of Financial Records

TSC Delivery LLC (“TSC Delivery”) maintains financial information on the accrual basis in accordance with Generally Accepted Accounting Principles (“GAAP”). TSC Delivery will ensure that both TSC Delivery’s and personal confidential financial information are secure and accurate. To ensure accuracy, security, and data integrity, TSC Delivery utilizes several procedures as described below.

Per the closure of the TSC Delivery facility, all records including business and financial records, will be maintained securely by TSC Delivery at the cost of TSC Delivery.

Recordkeeping

TSC Delivery will maintain business records compliant with the regulations set forth in 935 CMR 500. These records along with any other records outlined in 935 CMR 500 will be immediately available to the Commission upon request. Business and financial records will be maintained in accordance with generally accepted accounting principles and in an audit friendly format. Financial records maintained by TSC Delivery include but are not limited to:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts which include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers;
- Sales records including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if applicable.

TSC Delivery will maintain accounting records in a third-party accounting software, such as QuickBooks. This system will support detailed transaction data for Company purchases, inventory valuation, revenue, and payroll. Data will be stored on a secure server. Financial records will be backed up onto an external hard drive on a regular schedule. TSC Delivery will subscribe to a virus scan software program to ensure the safety of sensitive information.

Supporting documentation for transactions will be stored with a third-party data storage provider via secure server. System access will be limited to users with need and each user will have security settings specific to their role. Every transaction the company makes will go through the accounting software thus guaranteeing complete reporting. Bank accounts will be reconciled monthly and month-end financials will be reviewed by management each month.

Accounting Review

TSC Delivery will engage with a third-party accounting firm to review annual financial reports for compliance with GAAP.

Tax

TSC Delivery will engage with a third-party tax service to prepare and file federal, state, and other tax returns to ensure compliance.

Personnel Policies Including Background Checks

TSC Delivery LLC (“TSC Delivery”) will apply for registration for all its board members, directors, employees, executives, managers, and volunteers who are associated with TSC Delivery as Marijuana Establishment Agents. Applications will comply with 935 CMR 500.030. All TSC Delivery individuals applying for registration will have signed and notarized CORI Acknowledgement Form, pursuant to 803 CMR 2.09. Applicants will also give authorization to obtain a full set of fingerprints in accordance with M.G.L. c. 94G, § 21. For extensive details on TSC Delivery personnel initially registering to be Marijuana Establishment Agents, see the Background Check packet.

Once licensed, personnel in Human Resources are held responsible for the proper registration of new agents.

Record Keeping

TSC Delivery keeps various records regarding personnel and personnel policies included the records outlined in 935 CMR 500.105(9)(d). These records will include but will not be limited to the following:

- 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. These records shall be maintained for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 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; and
 - notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

TSC Delivery's Human Resources department is ultimately responsible for the keeping and maintenance of these confidential records.

Immediate Termination

TSC Delivery has an immediate termination policy that applies to TSC Delivery staff who have diverted marijuana, engaged in unsafe practices regarding the operations of the TSC Delivery facility, or been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving the distribution to a minor. For incidents related to diversion or unsafe practices, TSC Delivery will investigate and report findings to the Cannabis Control Commission ("CCC" or "Commission") and/or law enforcement official when appropriate.

Training

TSC Delivery will ensure that all relevant marijuana establishment agents complete training prior to performing any job functions. Training is tailored to the roles and responsibilities of the job and will include a Responsible Vendor Program. TSC Delivery agents will also receive at least 8 hours of on-going training annually. For more, see the Qualifications and Training document.

Structural Failure or Power Loss

If the TSC Delivery facility experiences a structural failure or power loss, an authorized TSC Delivery manager will be the one to decide if evacuation is necessary. If evacuation is deemed necessary, the designated TSC Delivery manager will verbally transmit the evacuation message or sound the evacuation alarm, depending on the severity of the evacuation. Procedures are written as sometimes only certain sections may lose power as opposed to the entire facility. To ensure the type of power failure, employees are trained to check separate sections to confirm how much of the facility has lost power. If the entire facility has lost power, staff will move to the facility common area and using emergency lighting, maneuver through the facility towards exits. Once everyone is outside, the facility is locked and secured.

Fire Emergencies

The TSC Delivery facility will be equipped with fire alarm systems that include smoke detectors and pull-down alarms that notify the local fire department when triggered. The emergency response system is also equipped with sirens and flashing strobe lights that activate in times of emergencies. At the signal of a fire emergency, employees are to evacuate immediately. Employees are trained for fires and are educated on some of the dangers when fleeing a fire (for example, the varied toxicity of smoke and the importance of avoiding it). When fires are

noticed by employees and are determined not severe, employees are to immediately notify management. For more serious fires, the fire alarm is triggered before notification of management. Employees are trained to use fire extinguishers and are made familiar of their locations during training.

Chemical Emergencies

TSC Delivery operations do not include the handling or storage of hazardous materials; vehicles are refueled at licensed commercial gas stations. However, TSC Delivery staff are trained to be aware of and help identify chemical emergencies. If employees notice individuals becoming ill for unexplained reasons, they are instructed to stay clear of relevant work areas. If the emergency is determined to be originating from inside the facility, management will evacuate the building. Once outside, all will move away from the facility, uphill and upwind from the affected area if possible. If management identifies the emergency to be coming from outside, staff will be led to a room that can be sealed. In both scenarios, authorities will be contacted immediately.

Bomb or Terrorist Threat (Call)

In the event of a bomb threat, TSC Delivery trains employees to handle them in an inconspicuous manner until the threat can be identified to be serious. When a call comes into the facility that identifies itself as a bomb threat, TSC Delivery employees are instructed to keep the caller on the line as long as possible. If the caller doesn't give specific details to a bomb, employees are to inquire. TSC Delivery trains employees to pay attention to the phone call, specifically for anything that could help in identifying the caller (male or female, other sounds giving locational clues). Immediately after the caller hangs up, the employee receiving the call must report the information to law enforcement authorities. Management will be notified after.

Hazardous Spill

Spills and leaks are immediately reported to the manager who determines an appropriate response. Any staff member designated to clean up a spill must wear appropriate personal protective equipment. For spills or leaks deemed to be particularly hazardous and require expertise, a professional waste cleanup contractor will be hired. Spills and leaks are all cleaned up to meet all standards set by the Commission and all applicable environmental laws.

Record Keeping Procedures

TSC Delivery LLC (“TSC Delivery”) maintains various records associated with business activities that need to be properly kept for future reference. Records maintained by TSC Delivery will be made available to the Cannabis Control Commission (“CCC” or “Commission”), upon request. When possible, records are retained electronically and saved redundantly to avoid total loss. Following the potential closure of the prospective TSC Delivery facility, all records must be kept for at least 2 years at the expense of TSC Delivery in a form and location acceptable to the Commission. Types of records include all records required in any section of 935 CMR 500.000 including the records outlined in 935 CMR 500.105(9).

Records will be backed up onto an external hard drive on a regular schedule. TSC Delivery will subscribe to a virus scan software program to ensure the safety of sensitive information.

Financial Records

Maintained in accordance with generally accepted accounting principles (“GAAP”) and kept electronically. Financial business records will include, but are not limited to: assets and liabilities, monetary transactions, books of accounts, sales records, salaries and wages paid to each employee, and additional records outlined in 935 CMR 500.105 (9)(e). For additional details, including policies and procedures related to financial records, see the Maintenance of Financial Records document.

Personnel Records

Maintained electronically and for at least 12 months after an employee is terminated. Personnel records will contain all the information outlined in 935 CMR 500.105(9)(d). TSC Delivery will also maintain records of Responsible Vendor Training program compliance for four years and make them available to inspection by the Commission or any other applicable licensing authority upon request during normal business hours.

After an employee is hired by TSC Delivery, a personnel file will be created containing information such as their resume, application, copy of government issued license, emergency contacts, all background check reports obtained in accordance with 935 CMR 500.030, and other details as specified by the Commission. Employee records get updated by administrative employees as necessary with information like the completion of required training and disciplinary measures. TSC Delivery will also maintain records of job descriptions for each agent, personnel policies and procedures, and a staffing plan that will demonstrate accessible business hours and safe cultivation conditions.

Trainings

Maintained electronically, TSC Delivery will maintain records of responsible vendor training program compliance for four years. Training records will include but are not limited to the scope of a training, and the names, signatures and titles of agents participating and instructing. TSC Delivery agents may complete additional trainings that may not be outlined by the Commission in 935 CMR 500. All training records will be retained as part of the employee personnel record for the longer of (a) at least four years or (b) at least 12 months after termination of the employee's affiliation with the company.

Contracts

Maintained electronically and in hard-copy format. Contracts are retained indefinitely or until deemed unnecessary. From inception, TSC Delivery will create a file, physical or virtual, that will contain all contracts TSC Delivery has with other companies. Contracts get added once signed and will remain indefinitely in the database.

Written Operating Procedures

As required by 935 CMR 500.105(8)(e) and are maintained electronically. The Company expects these documents to evolve with the business; therefore, they are retained and updated into perpetuity. Written Operating Procedures are housed in a database that employees have limited access to, determined by position and department.

Written standard operating procedures (SOPs), training modules and other related documents such as the human resources manual, live in a centralized, electronic database, available to all Company employees. These materials are reviewed at least once a year by the General Manager and Human Resources Manager. Through the database, employees are able to review operating procedures and improve their skills. The database is secure and allows for confidentiality of in-house policies and procedures.

Inventory Records

Maintained electronically via the state appointed cannabis tracking system. Detailed inventory records are maintained as required by 935 CMR 500.105(8)(e). Every inventory record will include, at minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of those who conducted the inventory. Summarized inventory detail is maintained in accordance with financial record standards. If inventory records were taken by use of an oral recording device, they are promptly transcribed. For additional inventory policies and procedures, see the Inventory Procedures document.

Security Records

TSC Delivery will maintain and keep all 24-hour recordings from all video cameras for at least 90 calendar days that will be made immediately available to the Commission upon request. Other security related records TSC Delivery maintains are security maintenance check reports, visitor logs, and daily security walk-through reports. Recordings will not be destroyed or altered and will be retained as long as necessary if TSC Delivery is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information. All recordings will be maintained in a secure location to prevent theft, loss, destruction, and alterations. For more information on the security system, security cameras, and other details specific to security, see the Security Plan document.

Upon a breach of security as outlined by 935 CMR 500.110(7)(a) the Commission and law enforcement authorities are notified immediately. TSC Delivery staff will fill out an incident report for breaches of security along with any other events deemed appropriate by management. Agents who witnessed, discovered, encountered or were otherwise involved in the incident, will be required to fill out an incident report. For every incident, the Security Manager also fills out the Security Manager incident report and both are filed and stored in a secure manner.

Transportation Records

Maintained electronically or in hard-copy format, transportation records are any and all records not defined elsewhere in this document that include, but not limited to; manifest records, vehicle registration and inspection documentation, and drivers' licenses. For extra policies and procedures related to transportation, see the Transportation of Marijuana document.

Waste Disposal Records

Maintained either in hard-copy format or electronically as required under 935 CMR 500.105(12), waste disposal records will include, at minimum, the date, type and quantity disposed or handled, the manner of the disposal or other handling, the location and the names of the TSC Delivery agents present with their signatures. Logs associated with waste are readily available per request from the Commission or law enforcement. Archived waste disposal data is maintained for 3 years. Waste disposal procedures can be found in the Quality Control and Testing document.

Maintenance Records

Maintained in electronic and hard-copy format. Work orders associated with building or equipment maintenance are retained for 3 years.

Visitor Logs

Maintained in electronic and hard-copy format. Visitor logs are organized by day and will include, at minimum, the visitors name, date and time of visit, and reason of visit. Visitor logs are retained for at least 3 years after the day of visit.

Inventory Tracking Records

Tracking records for all marijuana products as required by 935 CMR 500.105(8)(e).

TSC Delivery will have a designated agent who monitors inventory and assumes the most responsibility regarding inventory records. One of these responsibilities is to conduct a monthly audit of the facilities inventory. A daily inventory count is conducted at the end of the business days. All inventory counts include, at minimum, the date, summary of inventory findings, and the names, signatures and titles of the individuals who conducted the count. If there are any discrepancies, the Director of Operations is notified, and a discrepancy count is carried out. If, after the discrepancy count, the cause discrepancy is not identified or is identified to be from diversion, the appropriate steps are taken by TSC Delivery staff and the Commission and appropriate law enforcement authorities are notified.

Incident Reporting

TSC Delivery will notify appropriate law enforcement authorities and the Commission of any breach of security immediately and, in no instance, more than 24 hours following discovery of the breach. Notification shall occur, but not be limited to, the occasions listed in 935 CMR 500.110(7)(a).

Visitor Record Keeping

Any individual seeking access to a TSC Delivery Marijuana Establishment must have a reasonable need for access. Before being admitted into the facility, the visitor must receive a visitor identification badge. Visitors receive a badge after being positively identified by security as being at least 21 years old. Security personnel will check visitors from their station at the security desk immediately behind the main entrance to the facility, noting the visitors name, arrival time, and purpose of visit in the Visitor Log. Visitors must also leave behind their proof of identification with security for the entirety of their stay. Identification will be returned to the

visitor at the end of their visit. Visitors must also have their visitor badge visibly displayed at all times throughout their visit. Upon the departure of the visitor, the Visitor Log will be updated with the time they left and any relevant notes. Additional details on visitor/non-consumer access can be found in the Security Plan document of this application.

Confidentiality

TSC Delivery will maintain a high level of confidentiality in all aspects of business operations, only allowing accessibility to those who are authorized. This policy is maintained throughout the entire company and not only applicable to records and recordkeeping. All records will be kept confidential through an electronic safeguard system, including a network firewall. All equipment will be monitored for accuracy and efficiency monthly, using a third-party specialized vendor. Credentials will be verified by the Human Resources Manager. Network health reports will be communicated monthly to the General Manager for review.

Diversity Plan

This Diversity Plan will outline the Goals, Programs, and Measurements defined by the Cannabis Control Commission (“CCC” or “Commission”) of the initiatives TSC Delivery, LLC (“TSC Delivery”) plans to engage in, in order to promote equity within the company in favor of the following demographics:

1. Veterans
2. Women
3. Minorities
4. LGBTQ+
5. People with Disabilities

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

TSC Delivery has outlined methods in which the goals and programs will be tracked and measured for success. Measuring the success of programs is critical in being able to accurately report to the Commission when applying to renew the license. One month before the submission to renew a TSC Delivery license, designated TSC Delivery agents, including members of management, will meet to review the Diversity Plan. In the internal review, TSC Delivery will evaluate the plan and measurements, analyzing successes and failures, and addressing potential adjustments. The General Manager is responsible for guiding and ensuring the success of this plan and will update the CEO on progress monthly.

Goals, Programs, and Metrics

Goal #1 - Engage marijuana establishments and other businesses owned by veterans and other diverse groups that can contract or do business with marijuana delivery establishments.

- Program: TSC Delivery will identify and engage with diverse businesses whenever possible. TSC Delivery will utilize CCC licensing and Open Data resources, and the Massachusetts Supplier Diversity Office to identify certified Veteran Business Enterprises, Minority Business Enterprises, Women Business Enterprises, Lesbian Gay Bisexual Transgender Enterprises, and Disability-Owned Business Enterprises for contracting before exploring other resources. By contracting with the certified diverse business enterprises, TSC Delivery will create economic opportunity and

increase the number of these businesses that contract or otherwise do business with marijuana establishments.

- Metric: TSC Delivery will commit to contracting or otherwise doing business with at least three (3) certified businesses per year.
- Data source: Accounting department
- Qualitative metric: The accounting department will keep record of the certified business enterprise status of all vendors as applicable and will report the progress of this program to the General Manager monthly.

Goal #2 - Create workforce that meets or exceeds the demographic diversity of the community where TSC Delivery operates (Hudson, MA).

- Program: TSC Delivery will organize and conduct its own job fairs, specific to and timed to support its own staffing needs to recruit, hire, and retain a workforce wherein Agent diversity meets or exceeds local demographics for race/ethnicity, veteran status, gender, LGBTQ+ identity, and people with disabilities. TSC Delivery will conduct at least one diversity-focused job fair per year. Job fairs and other recruitment efforts will be advertised, at minimum, on social media and the Worcester Telegram & Gazette.
- Metric: The HR department will track Agent demographics continuously and issue the Demographic Survey at least annually to validate data. TSC Delivery's goal is to meet or exceed the 2015 ACS Community Demographics for the Town of Hudson, as available, or the national average, listed below:
 - Veterans: 10%
 - Women: 50%
 - Minorities:
 - Black or African American: 1.2%
 - Asian: 2.7%
 - Hispanic or Latino: 5.8%
 - LGBTQ+: 8%
 - People with disabilities: 5%
- Data source: HR department
- Qualitative metric: TSC Delivery will conduct a voluntary, anonymous, company-wide demographic survey at least annually. The results of the surveys will compare against the total number of employees at the time each survey is taken.