



Massachusetts Cannabis Control Commission

Independent Testing Laboratory

General Information:

License Number: IL281352
Original Issued Date: 03/24/2021
Issued Date: 03/09/2023
Expiration Date: 04/08/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Legacy Foundation Group, LLC

Phone Number: 781-913-1510 Email Address: nicolethaden1@gmail.com

Business Address 1: 41 Fremont St

Business Address 2:

Business City: Worcester

Business State: MA

Business Zip Code: 01603

Mailing Address 1: 41 Fremont St

Mailing Address 2:

Mailing City: Worcester

Mailing State: MA

Mailing Zip Code: 01603

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 66.7 Percentage Of Control: 66.7

Role: Owner / Partner

Other Role:

First Name: Nicole

Last Name: Schneider

Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 33.3 Percentage Of Control: 33.3

Role: Owner / Partner Other Role:

First Name: Tye Last Name: Thaden Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: TP Miami 120 LLC Entity DBA: Palm Lakes Mobile Home Park

Email: kcnsp@aol.com Phone: 508-858-7505

Address 1: 18 Whistler Tr Address 2:

City: Jacksonville State: FL Zip Code: 32081

Types of Capital: Debt Other Type of Capital: Total Value of Capital Provided: \$1000000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 41 Fremont Street

Establishment Address 2:

Establishment City: Worcester Establishment Zip Code: 01603

Approximate square footage of the Establishment: 6400 How many abutters does this property have?: 69

Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA certification_EXECUTED.pdf	pdf	5f611b0321e18b195f3c16bc	09/15/2020

Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning_Final.pdf	pdf	5f9c565e75aac308359ab67a	10/30/2020
Community Outreach Meeting Documentation	Attestation Attachment B.pdf	pdf	5fb6d74a57d9d707ee4da846	11/19/2020
Community Outreach Meeting Documentation	Attestation Attachment C.pdf	pdf	5fb6d74ebd0d8e081433f0a8	11/19/2020
Community Outreach Meeting Documentation	Attestation Attachment A.pdf	pdf	5fb6d74f6e60eb07f57f4583	11/19/2020
Community Outreach Meeting Documentation	signed attestation.pdf	pdf	5fc7c518d8789e0780e405fa	12/02/2020

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	Amended Positive Impact Plan-2.1.pdf	pdf	5fcaa95afda1250795583e8b	12/04/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify) Other Role: Creditor
Entity Legal Name: TP Miami 120 LLC Entity DBA: Palm Lakes Mobile Home Park
Entity Description: LLC
Phone: 508-868-7505 Email: kcns@aol.com
Primary Business Address 1: 18 Whistler Tr Primary Business Address 2:
Primary Business City: Ponte Vedra Primary Business State: FL Principal Business Zip Code:
32081

Additional Information: TP Miami 120 LLC is a FL real estate entity owned by Legacy Foundation Group's member Stephen Schneider.

Stephen/TP Miami loaned Legacy Foundation Group its startup funds.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Legacy articles of org.pdf	pdf	5f9c67a5a75869080486a820	10/30/2020
Bylaws	Legacy Operating Agreement electronic copy_Final.pdf	pdf	5f9c6d50dfcf9f07cd9435ef	10/30/2020
Secretary of Commonwealth - Certificate of Good Standing	Legacy cert of good standing_final.pdf	pdf	5f9c6dc98cc05c081b1b5bc6	10/30/2020
Department of Revenue - Certificate of Good standing	Legacy letter of good standing DOR.pdf	pdf	5f9c6de3dd2d7407bedea796	10/30/2020
Secretary of Commonwealth - Certificate of Good Standing	DUA attestation.pdf	pdf	5fbc1971edc7d60856d9a127	11/23/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Certificate of Compliance 22237104.pdf	pdf	63e2b744a8e27500071d432e	02/07/2023
Secretary of Commonwealth - Certificate of Good Standing	doc00420720230206143413.pdf	pdf	63e2b77635eb060008837fa7	02/07/2023
Department of Revenue - Certificate of Good standing	DOR 2023.jpg	jpeg	63e3c5d435eb06000884404b	02/08/2023

Massachusetts Business Identification Number: 001439669

Doing-Business-As Name: Method Testing Labs

DBA Registration City: Worcester

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Legacy business plan_final.pdf	pdf	5fab02fba75869080486c3e5	11/10/2020
Plan for Liability Insurance	ACORD Form 20220831-100613.pdf	pdf	63d2e9b3a8e275000710b6d9	01/26/2023
Proposed Timeline	Proposed timeline of operations 2023.pdf	pdf	63ed09c2a8e2750007258a80	02/15/2023

LABORATORY CERTIFICATION

Certifying Body: N/a (see attached) ISO 17025 Accreditation Certificate Number: N/a (see attached)

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Plan for Prevention of Diversion_Final.pdf	pdf	5f9c49aa6e60eb07f57f0acd	10/30/2020

Maintaining of financial records	Maintenance of Financial Records_Final.pdf	pdf	5f9c4a5757d9d707ee4d6cc1	10/30/2020
Qualifications and training	Qualifications and Training_Final.pdf	pdf	5f9c4a9bdf85ec07dfb87706	10/30/2020
Energy Compliance Plan	Energy Compliance Plan_Final.pdf	pdf	5f9c4ba08cc05c081b1b5ad9	10/30/2020
Separating recreational from medical operations, if applicable	Separating Recreational from Medical operations_Final.pdf	pdf	5f9c4c9075aac308359ab642	10/30/2020
Restricting Access to age 21 and older	Restricting Access to Age 21 or Older_Final.pdf	pdf	5f9c4d3957d9d707ee4d6cd1	10/30/2020
Record Keeping procedures	Recordkeeping_Final.pdf	pdf	5f9c4dc757d9d707ee4d6cd9	10/30/2020
Security plan	Ammended Security Plan.pdf	pdf	5fc7be8091587f078718e1c0	12/02/2020
Storage of marijuana	Amended Storage Plan.pdf	pdf	5fc7bf2a15105a077971156b	12/02/2020
Transportation of marijuana	Amended Transportation Plan.pdf	pdf	5fc7bf7dd8789e0780e405c8	12/02/2020
Inventory procedures	Amended Inventory Procedures.pdf	pdf	5fc7bfe24a175107ac951ee2	12/02/2020
Quality control and testing	Amended Quality Control and Testing of Marijuana Product.pdf	pdf	5fc7c2e05ea0dd074817a24a	12/02/2020
Personnel policies including background checks	Amended Personnel Policies and background checks final.pdf	pdf	5fc7c37b301ec4074f7546e8	12/02/2020
Diversity plan	Amended Diversity Plan-1.26.23.pdf	pdf	63d2ea56a8e275000710b7f9	01/26/2023

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN Progress or Success Goal 1

Description of Progress or Success: See attached.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Legacy Foundation Group, LLC has made progress toward our Diversity Plan. Currently, our employees are self-reported as 60% gay or lesbian, 20% women, 0% veterans and 0% persons with disabilities.

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 11:00 PM
Tuesday From: 8:00 AM	Tuesday To: 11:00 PM
Wednesday From: 8:00 AM	Wednesday To: 11:00 PM
Thursday From: 8:00 AM	Thursday To: 11:00 PM
Friday From: 8:00 AM	Friday To: 11:00 PM
Saturday From: 8:00 AM	Saturday To: 11:00 PM
Sunday From: 10:00 AM	Sunday To: 11:00 PM

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Legacy Foundation Group, LLC

2. Name of applicant's authorized representative:

Nicole Schneider

3. Signature of applicant's authorized representative:



4. Name of municipality:

City of Worcester

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

Edward M. Augustus, Jr., City manager



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



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

Cannabis@worcestermma.gov

8. Host community agreement execution date:

9/9/2020

Plan to Remain Compliant with Local Zoning

Licensure of Adult-Use Marijuana Establishments in Worcester is regulated by the Zoning Ordinance and the Cannabis Licensing Board within the City Manager's Office. The proposed location is located in zoning district MG 2.0 where Independent Testing Laboratories are permitted by Special Permit (Table 4.1, Worcester Zoning Ordinance) subject to satisfaction of local licensing requirements. The Special Permit Granting Authority is the Planning Board. Article IV §15(1)(E).

In order to remain compliant with local licensing requirements, Legacy must operate within a fixed location in a fully enclosed building at least five hundred feet from a public or private, primary or secondary school, licensed daycare center, public library, public park or playground, measured in a straight line from the nearest point of the facility in question to the nearest point of our proposed location. Article IV §15 (1)(E)(4) and (5). A licensed surveyor will verify satisfaction with the minimum buffer zone.

All marijuana, marijuana products, or related supplies shall be locked and stored indoors within the confines of the licensed premises. Article IV §15 (1)(E)(6). Distributions or deliveries of marijuana shall be restricted between the hours of 11p.m. and 8 a.m. Monday through Saturday and before 10 a.m. on Sundays. Article IV §15 (1)(E)(7). Legacy will also promulgate security plans compliant with state and local law, which shall be sufficient to avoid, deter and prevent illegal activities and to prevent smoking or consumption of marijuana from taking place upon or about the applicant's premises, along with odor/ventilation plans conducive to the operations of an Independent Testing Laboratory. Article IV §15 (1)(E)(8), (9) and (10).



Nicole Schneider <schneiderjnicole@gmail.com>

Notice of Community Outreach Meeting 41 Fremont St (virtual meeting for proposed ITL)

1 message

Nicole Schneider <schneiderjnicole@gmail.com>

Mon, May 18, 2020 at 12:44 PM

To: clerk@worcesterma.gov, "Genkos, John" <genkosj@worcesterma.gov>, "Sanders, Jacob" <SandersJ@worcesterma.gov>

Good afternoon,

Please see attached Community Outreach Meeting notice for our virtual Zoom meeting on June 3, 2020. The notice will be published online and in print starting Wednesday, May 20. Please do not hesitate to contact me if you have any questions. Thank you.

Best regards,

Nicole Schneider

(781) 913-1510

schneiderjnicole@gmail.com

**Community Outreach Public Notice_41Fremont.pdf**

8K

Community Outreach Meeting Public Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Independent Testing Laboratory is scheduled for June 3 at 6:00 PM. The meeting will be hosted virtually on Zoom where participants can join via web or telephone. The proposed Independent Testing Laboratory is anticipated to be located at 41 Fremont Street. There will be an opportunity for the public to ask questions. Questions can be submitted in advance to schneiderjnicole@gmail.com and will be addressed during the meeting.

To join the meeting, go to <https://us02web.zoom.us/j/88275736771> and enter the Meeting ID 882 7573 6771. To join by telephone, dial (929) 205 6099 and enter 882 7573 6771.

Legacy Foundation Group, LLC
May 18, 2020

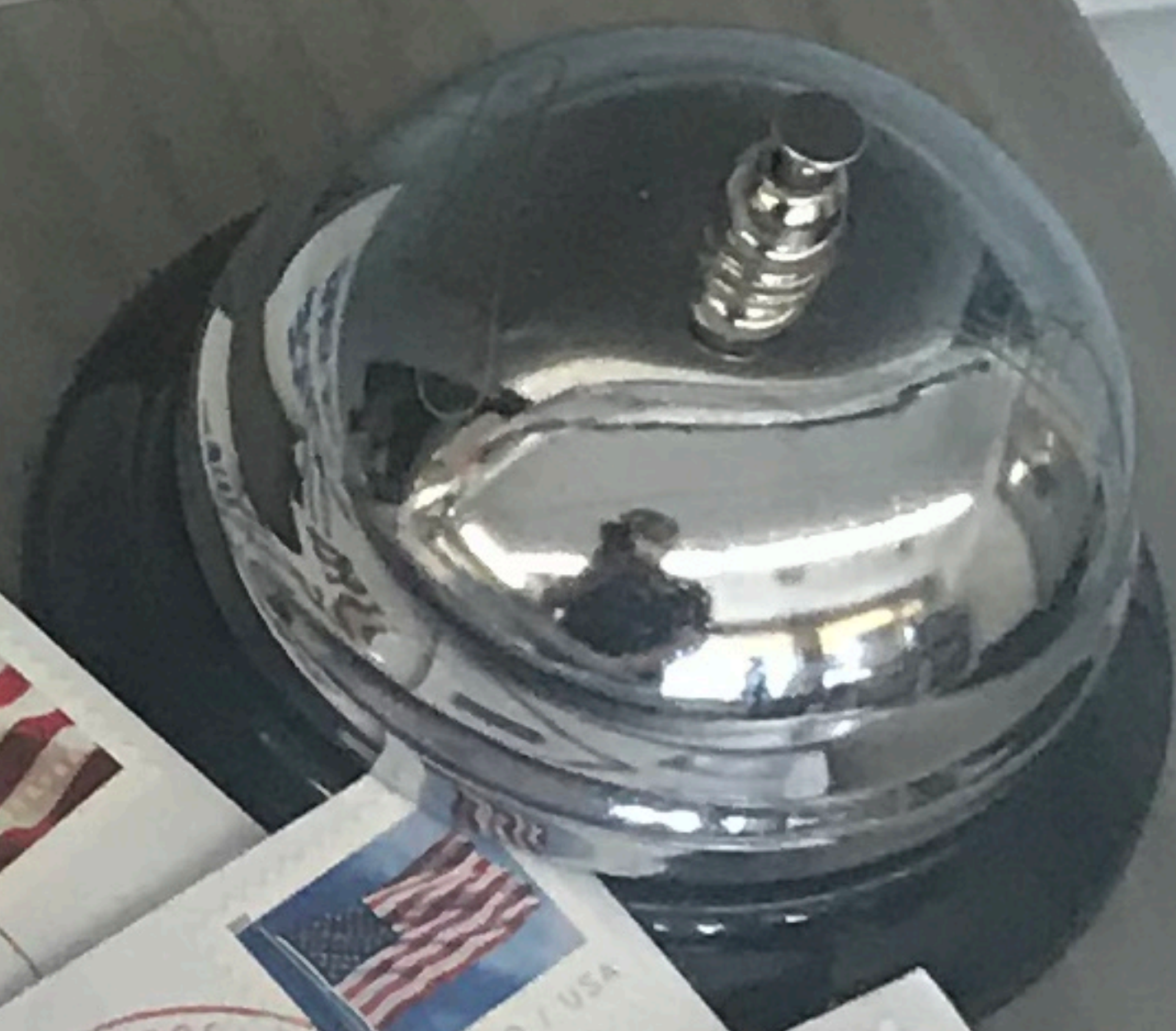

0002 NEW YORK ST
WORCESTER, MA 01603

Community Outreach Meeting Public Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Independent Testing Laboratory is scheduled for June 3 at 6:00 PM. The meeting will be hosted virtually on Zoom where participants can join via web or telephone. The proposed Independent Testing Laboratory is anticipated to be located at 41 Fremont Street. There will be an opportunity for the public to ask questions. Questions can be submitted in advance to schneiderjnicole@gmail.com and will be addressed during the meeting.

To join the meeting, go to <https://us02web.zoom.us/j/88275736771> and enter the Meeting ID 882 7573 6771. To join by telephone, dial (929) 205 6099 and enter 882 7573 6771.

PLEASE RING
FOR SERVICE





Nicole Schneider <schneiderjnicole@gmail.com>

Your Worcester Telegram and Gazette Self Serve ad has been approved!

1 message

noreply@adperfect.com <noreply@adperfect.com>

Mon, May 18, 2020 at 12:38 PM

Reply-To: myaccount@telegram.com

To: schneiderjnicole@gmail.com

Hello,

Your Worcester Telegram and Gazette Self Serve ad AP0041125 placed on Worcester Telegram and Gazette has been approved!

You can view this and all previous ads through your account at <http://www.telegram.com/legalnotice>.

For your reference, enclosed is a summary of the ad details:

Community Outreach Meeting

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Legacy Foundation Group, LLC

May 18, 2020

Cost: \$85.00

Start Date: 2020-05-20

End Date: 2020-05-20

Please call 508-793-9393 or email myaccount@telegram.com if you have any questions.

We appreciate your patronage,

Telegram & Gazette.

www.telegram.com/classified

COMMUNITY OUTREACH MEETING

Community Outreach Meeting Notice is hereby given that a Community Outreach Meeting for a proposed Independent Testing Laboratory is scheduled for June 3 at 6:00 PM. The meeting will be hosted virtually on Zoom where participants can join via web or telephone. The proposed Independent Testing Laboratory is anticipated to be located at 41 Fremont Street. There will be an opportunity for the public to ask questions. Questions can be submitted in advance to schneiderjnicole@gmail.com and will be addressed during the meeting. To join the meeting, go to <https://us02web.zoom.us/j/88275736771> and enter the Meeting ID 882 7573 6771. To join by telephone, dial (929) 205 6099 and enter 882 7573 6771. Legacy Foundation Group, LLC May 18, 2020 Legacy Foundation Group, LLC May 18, 2020

Appeared in: **Worcester Telegram & Gazette** on Wednesday, 05/20/2020

[Back](#)

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

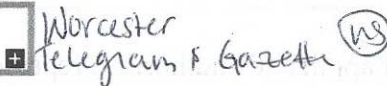
I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): June 3, 2020
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication: 5/20/20

b. Name of publication: Worcester  Worcester Telegram & Gazette (NS)

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

a. Date notice filed: 5/18/20

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: May 27, 2020

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

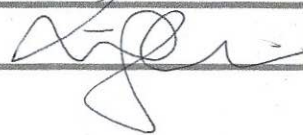
Name of applicant:

Legacy Foundation Group, LLC

Name of applicant's authorized representative:

Nicole Schneider

Signature of applicant's authorized representative:

 6/5/20



Nicole Thaden <nicolethaden1@gmail.com>

Legacy Foundation Group, LLC Annual Reporting

2 messages

Nicole Thaden <nicolethaden1@gmail.com>
To: NguyenH@worcesterma.gov

Tue, Feb 7, 2023 at 3:17 PM

Hi Mr. Nguyen:

I am writing in regards to Legacy Foundation Group, LLC (independent testing lab) requirements in accordance with M.G.L. c. 94G, § 3(d), which states "any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26."

Do you have any information on this that I can share with the Commission on our renewal application?

Thank you kindly,

Nicole Schneider Thaden
Legacy Foundation Group, LLC
(781) 913-1510

Nguyen, Hung <NguyenH@worcesterma.gov>
To: "nicolethaden1@gmail.com" <nicolethaden1@gmail.com>
Cc: "Gjino, Vaske" <GjinoV@worcesterma.gov>

Tue, Feb 7, 2023 at 4:39 PM

I'm copying Vaske Gjino who has taken over cannabis related issues from me.

Thank you,

Hung

From: Nicole Thaden <nicolethaden1@gmail.com>
Sent: Tuesday, February 7, 2023 3:17 PM
To: Nguyen, Hung <NguyenH@worcesterma.gov>
Subject: Legacy Foundation Group, LLC Annual Reporting

Caution: This email came from outside the City of Worcester. Do not click on links or open attachments unless you are sure you recognize the sender and you know the contents are safe.

[Quoted text hidden]



Nicole Thaden <nicolethaden1@gmail.com>

Legacy Foundation Group, LLC Annual Reporting

4 messages

Nicole Thaden <nicolethaden1@gmail.com>
To: NguyenH@worcesterma.gov

Tue, Feb 7, 2023 at 3:17 PM

Hi Mr. Nguyen:

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Thank you kindly,

Nicole Schneider Thaden
Legacy Foundation Group, LLC
(781) 913-1510

Nguyen, Hung <NguyenH@worcesterma.gov>
To: "nicolethaden1@gmail.com" <nicolethaden1@gmail.com>
Cc: "Gjino, Vaske" <GjinoV@worcesterma.gov>

Tue, Feb 7, 2023 at 4:39 PM

I'm copying Vaske Gjino who has taken over cannabis related issues from me.

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Sent: Tuesday, February 7, 2023 3:17 PM
To: Nguyen, Hung <NguyenH@worcesterma.gov>
Subject: Legacy Foundation Group, LLC Annual Reporting

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[Quoted text hidden]

Nicole Thaden <nicolethaden1@gmail.com>

Wed, Feb 15, 2023 at 11:15 AM

To: "Nguyen, Hung" <NguyenH@worcesterma.gov>
Cc: "Gjino, Vaske" <GjinoV@worcesterma.gov>

Hi Vaske,

Did you see my original email regarding the public reporting requirements for marijuana establishments?

Please advise.

Thanks much,

Nicole Thaden
[Quoted text hidden]

Gjino, Vaske <GjinoV@worcesterma.gov>

Wed, Feb 15, 2023 at 11:49 AM

To: Nicole Thaden <nicoletladen1@gmail.com>, "Nguyen, Hung" <NguyenH@worcesterma.gov>

Good Morning Nicole,

The City is in receipt of your Public Records Request for:

Records of any cost to the municipality reasonably related to the operation of **Legacy Foundation Group LLC**, which would include the anticipated and actual expenses resulting from the operation of **Legacy Foundation Group LLC** in the community.

The City has reviewed its files and has determined that it possesses no documents responsive to your request.

You may wish to reference the City's FY23 budget document which can be found online here:

[budget-fy23.pdf \(worcesterma.gov\)](#)

See pp. 27-28, 30, 41 referencing cannabis revenue.

Best,

Vaske

Vaske Gjino

He/Him/His

Business & Community Development Coordinator

Business & Community Development Division

Executive Office of Economic Development

City of Worcester | 455 Main Street, Worcester, MA 01608

E: gjinov@worcesterma.gov | 508-799-1400 x 31418

<http://www.worcesterma.gov/business-community-development>

[Quoted text hidden]

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Legacy Foundation Group, LLC (“Legacy Foundation Group”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Legacy Foundation Group has created the following Plan to Positively Impact Commission-designated Economic Empowerment Priority applicants and Social Equity Program participants (the “Plan”) and has identified and created corresponding goals/programs.

Goals

In order for Legacy Foundation Group to positively impact commission-designated Economic Empowerment Priority applicants and Social Equity Program participants, Legacy Foundation Group has established the following goals:

- Mentor at least one commission-designated Economic Empowerment Applicant and/or one Social Equity Program participant in the process of securing and maintaining cannabis-related commercial real estate.

Programs

Legacy Foundation Group has developed specific programs to effectuate its stated goals to positively impact commission-designated Economic Empowerment Priority Applicants and Social Equity Program participants. Such programs will consist of the following:

- Group education sessions with continued support: comprehensive educational courses offered twice annually in an open group setting with continued support available to participants for up to two months following each group session. Continued support sessions will vary depending on program turnout - for example, sessions with low enrollment may permit one-on-one support, whereas larger class sizes might instead require additional group sessions.
- Participants will be encouraged to engage and submit questions or special topics for discussion to be addressed in subsequent support session(s).
- Mentorship on varying topics including, but not limited to: (1) zoning – information on how to navigate the zoning process and examine possible locational issues, such as minimum buffer-zone violations; (2) commercial leasing – provide insight to the commercial leasing process including review of standard lease clauses, common pitfalls, important questions for landlords, navigating lease negotiations, etc.; and (3) timing – guide applicants on how to best align the licensing process with the real estate transaction.

- Material may also address other important considerations to support continued self-advocacy, such as understanding tenant rights and obligations, possible conflicts with the marijuana regulations, creative ways to preserve resources, etc.
- Program may take place either virtually on Zoom or via live session hosted in a community room at the building where the lab facility is to be located.
- Participants must submit proof of Economic Empowerment or Social Equity Program Participant status to be eligible and will be selected on a first-come, first-serve basis until the current program is full or placed on a waitlist for the next available opening.
- Program details, including application instructions, will be submitted on the Social Equity Involvement form provided on the Commission's website.

Measurements

The Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Legacy Foundation Group continues to meet its commitments. Such measurable outcomes, in accordance with Legacy Foundation Group's goals and programs described above, include:

- Increased knowledge and confidence of applicants in navigating commercial real estate for their cannabis business.
- Reduced amount of time applicants would otherwise need to spend (1) researching and vetting commercial properties for proposed marijuana establishments, and (2) securing property for their marijuana business.

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

Acknowledgements

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



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: 001439669

1. The exact name of the limited liability company is: LEGACY FOUNDATION GROUP, LLC

2a. Location of its principal office:

No. and Street: 41 FREMONT ST
 City or Town: WORCESTER State: MA Zip: 01603 Country: USA

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

No. and Street: 41 FREMONT ST
 City or Town: WORCESTER State: MA Zip: 01603 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 APPLY FOR A LICENSE FROM THE MASSACHUSETTS CANNABIS CONTROL COMMISSION, AND ANY OTHER LAWFUL PURPOSE FOR WHICH A LIMITED LIABILITY COMPANY MAY BE FORMED.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: DAMIAN DOYLE
 No. and Street: 41 FREMONT ST
 City or Town: WORCESTER State: MA Zip: 01603 Country: USA

I, DAMIAN DOYLE 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	TYE THADEN	41 FREMONT ST WORCESTER, MA 01603 USA

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

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

SOC SIGNATORY

NICOLE SCHNEIDER

41 FREMONT ST
WORCESTER, MA 01603 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	NICOLE SCHNEIDER	41 FREMONT ST WORCESTER, MA 01603 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 27 Day of May, 2020,
NICOLE SCHNEIDER

(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:

May 27, 2020 09:20 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

among

LEGACY FOUNDATION GROUP, LLC

and

THE MEMBERS NAMED HEREIN

Dated as of:

May 27, 2020

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LIMITED LIABILITY COMPANY OPERATING AGREEMENT

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this “Agreement”) of **LEGACY FOUNDATION GROUP, LLC**, a Massachusetts limited liability company (the “Company”), is entered into on June 9, 2020, effective as of May 27, 2020, by and among those persons who are from time-to-time listed as members on Schedule A attached hereto in accordance with the terms of this Agreement (each individually a “Member,” and collectively, the “Members”).

RECITALS

WHEREAS, the Company was formed under the laws of the Commonwealth of Massachusetts by the filing of the Certificate of Organization with the Secretary of the Commonwealth of Massachusetts on May 27, 2020 (the “Certificate of Organization”);

WHEREAS, each of the Members have, concurrently with their execution of this Agreement, entered into Subscription Agreements, pursuant to which they have acquired their respective Units in the Company on the terms and conditions fully set forth therein;

WHEREAS, the Members and the Company agree that the membership in and management of the Company shall be governed by the terms set forth herein; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in Annex 1 hereof.

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

ARTICLE I ORGANIZATION

Section 1.01 Formation.

(a) The Company was formed on May 27, 2020 upon the filing of the Certificate of Organization with the Secretary of the Commonwealth.

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

Section 1.02 Name. The name of the Company is “**LEGACY FOUNDATION GROUP, LLC**” or such other name or names as the Manager may from time-to-time designate; *provided*, that the name shall always contain the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC”.

Section 1.03 Records Address. The address of the office in the Commonwealth of Massachusetts at which the Company will maintain its records shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may

at any time change this address by making the appropriate filing with the Secretary of the Commonwealth.

Section 1.04 Resident Agent. The name and street address of the Company's resident agent in the Commonwealth of Massachusetts shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this information by making the appropriate filing with the Secretary of the Commonwealth.

Section 1.05 Purpose; Powers.

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

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

Section 1.06 Term. The term of the Company commenced on the date the Certificate of Organization was filed with the Secretary of the Commonwealth and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

Section 1.07 No State-Law Partnership. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take any action inconsistent with such treatment. The Members intend that the Company shall not be a state law partnership (including, without limitation, a limited partnership) or joint venture, and that no Member, Manager, or Officer of the Company shall be a partner or joint venture of any other Member, Manager, or Officer of the Company, for any purpose other than as set forth in the first sentence of this Section 1.07.

Section 1.08 Regulatory Licenses. The Members intend that the Company or its subsidiaries shall apply for Regulatory Licenses pursuant to the Cannabis Code. In connection with the foregoing, the Company and each Member shall take all actions reasonably necessary in connection with the application for Regulatory Licenses, including, without limitation, amendment of this Agreement, and shall not otherwise take any action that would reasonably be expected to jeopardize such applications. Notwithstanding the foregoing, any amendment to this Agreement made pursuant to this Section shall be made so as to maintain the original intent of the parties hereto to the greatest extent possible.

Section 1.09 Cannabis Activities. ACQUISITION OF THE UNITS INVOLVES DIRECT AND/OR INDIRECT FINANCIAL INTERESTS IN CANNABIS OR CANNABIS PRODUCTS, TRANSACTIONS, AND ACTIVITIES. THE POSSESSION, CULTIVATION, MANUFACTURE, PRODUCTION, STORAGE, TESTING, DISTRIBUTION, AND/OR SALE OF CANNABIS IS ILLEGAL UNDER U.S. FEDERAL LAW. NO PARTY, NOR ANY ATTORNEYS FOR ANY PARTY, HAVE MADE ANY REPRESENTATION TO THE

CONTRARY. EACH MEMBER ASSUMES ALL RISKS ASSOCIATED WITH ACQUISITION OF THE UNITS, INCLUDING THE RISK OF CRIMINAL PROSECUTION, AND HEREBY REPRESENTS AND WARRANTS THAT IT UNDERSTANDS SUCH RISKS AND THAT ITS ACQUISITION OF THE UNITS DOES NOT VIOLATE THE LAWS OF THE JURISDICTIONS UNDER WHICH IT RESIDES OR IS DOMICILED AND, AS APPLICABLE, IS FORMED OR ORGANIZED (OTHER THAN U.S. FEDERAL LAWS AS THEY PERTAIN TO THE ILLEGALITY OF CANNABIS). THE MEMBERS AGREE TO REFORM THIS AGREEMENT IF REQUIRED BY THE CANNABIS CODE OR ANY CANNABIS REGULATORY BODY.

ARTICLE II UNITS

Section 2.01 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one (1) or more types, classes, or series. Each type, class, or series of Units shall have the privileges, preference, distribution priorities, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class, or series. The Manager shall maintain a schedule of all Members, their respective mailing addresses and the amount and series of Units held by them (the “Members Schedule”) and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as Schedule A.

Section 2.02 Authorization and Issuance of Common Units. Subject to compliance with the terms of this Agreement, the Company is hereby authorized to issue a class of Units designated as Common Units. As of the date hereof and after giving effect to the transactions contemplated by the Subscription Agreements, the number of Common Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule, which shall include the number of Restricted Common Units held by each Member.

Section 2.03 Authorization of Issuance of Common Units Pursuant to Award Agreements.

(a) The Company is hereby authorized to issue Common Units to Managers, Officers, employees, consultants or other service providers of the Company or any Company subsidiary (collectively, “Service Providers”) and to negotiate and enter into award agreements with each Service Provider to whom it grants Common Units (such agreements, “Award Agreements”). All Common Units issued pursuant to Award Agreements shall be granted in compliance with Rule 701 of the Securities Act or another applicable exemption. Prior to entering into any Award Agreement, the Company must obtain the consent of any Member having an Unreturned Capital Balance greater than zero (0).

(b) Each Award Agreement shall establish such vesting criteria for the applicable Common Units. As used in this Agreement any Common Units that have not vested pursuant to the terms of the associated Award Agreement are referred to as

“Restricted Common Units”. Any reference in this Agreement to outstanding Units shall not be deemed to include Restricted Common Units, whether or not expressly so provided.

Section 2.04 Other Issuances. In addition to the Common Units, the Company is hereby authorized, subject to compliance with the provisions of this Agreement, to authorize and issue or sell to any Person any of the following (collectively, “New Interests”): (i) any new type, class, or series of Units not otherwise described in this Agreement; and (ii) Unit Equivalents. The Manager is hereby authorized, subject to Section 13.10, to amend this Agreement to reflect such issuance and to fix the relative privileges, preference, duties, liabilities, obligations, and rights of any such New Interests, including the number of such New Interests to be issued, the preference (with respect to Distributions, in liquidation or otherwise) over any other Units and any contributions required in connection therewith.

Section 2.05 Certification of Units.

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

(b) In the event that the Manager shall issue certificates representing Units in accordance with Section 2.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

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

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

Section 2.06 Regulatory Compliance. Notwithstanding anything else contained herein to the contrary, any authorization, issuance, or sale of additional Units or New Interests shall be permitted only if such authorization, issuance, or sale (a) complies with the Cannabis Code including timely receipt of required approvals (if any) from applicable Cannabis Regulatory Bodies, and (b) would otherwise not reasonably be expected to jeopardize the Company’s Regulatory Licenses (if any). Any purported issuance of Units or New Interests in violation of this Section 2.06 shall be null and void.

ARTICLE III MEMBERS

Section 3.01 Admission of New Members.

(a) Notwithstanding anything else contained herein, a Person not already a Member of the Company shall be admitted into the Company as a Member only if (i) such Person is qualified under the Cannabis Code to be a Member and acquire and own the applicable Units and otherwise would not violate the Cannabis Code, (ii) such admission is conducted in compliance with the Cannabis Code, including timely receipt of required approvals (if any) from applicable Cannabis Regulatory Bodies, and (iii) such admission would otherwise not reasonably be expected to jeopardize the Company's Regulatory Licenses (if any). Any admission or attempted admission of a Person as a Member in violation of this Section 3.01(a) shall be null and void and no such admission shall be recorded on the Members Schedule and such Person shall not be treated as a Member for all purposes of this Agreement

(b) New Members may be admitted from time to time (i) in connection with an issuance of Units by the Company, subject to compliance with the provisions of this Agreement, and (ii) in connection with a Transfer of Units, in each case, subject to compliance with the provisions of this Agreement.

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

Section 3.02 Representations and Warranties of Members. By execution and delivery of this Agreement or a Joinder Agreement, as applicable, each of the Members, whether admitted as of the date hereof or pursuant to Section 3.01, represents and warrants to the Company and acknowledges that:

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

(b) Such Member is an "accredited investor" within the meaning of Rule 501 promulgated under the Securities Act, as amended by § 413(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and agrees that it will not take any action that could have an adverse effect on the availability of the exemption from registration provided by Rule 501 promulgated under the Securities Act with respect to the offer and sale of the Units;

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

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

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

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

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

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

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

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

(k) Such Member is qualified under the Cannabis Code to have an ownership or permitted economic interest in a marijuana business.

(l) None of the foregoing shall replace, diminish or otherwise adversely affect any Member's representations and warranties made by it in any Subscription Agreement.

Section 3.03 No Personal Liability. Except as required by Applicable Law or expressly provided in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 3.04 No Withdrawal. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member. Notwithstanding anything contained herein to the contrary, in the event any Member is determined to be unfit to have an ownership or permitted economic interest in a marijuana business pursuant to the Cannabis Code, such Member shall be subject to Automatic Divestiture as set forth in Section 8.02 and Section 8.05.

Section 3.05 Death. The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such Member's heirs; *provided*, that within a reasonable time after such Transfer, the applicable heirs shall (a) sign a written undertaking substantially in the form of the Joinder Agreement and (b) execute an irrevocable voting proxy in favor of any remaining Initial Members, which irrevocable proxy shall only become terminated at such time that no Initial Members remain as Members of the Company; *and provided, further*, that any such Transfer to a deceased Member's heirs be in accordance with Section 3.01(a).

Section 3.06 Voting. Except as otherwise provided by this Agreement (including Section 13.10) or as otherwise required by Applicable Law, each Member shall be entitled to one (1) vote per Common Unit, without regard to Restricted Common Units, on all matters upon which the Members have the right to vote under this Agreement.

Section 3.07 Meetings.

(a) Calling the Meeting. Meetings of the Members may be called by (i) the Manager, or (ii) by a Member or group of Members holding more than ten percent (10%) of the then-outstanding Units.

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

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

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

(e) Conduct of Business. The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by the Members; *provided*, that the Members shall have been notified of the meeting in accordance with Section 3.07(b). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 3.08 Quorum. A quorum of any meeting of the Members shall require the presence of the Members holding a majority of the outstanding Units held by all Members. Subject to Section 3.09, no action at any meeting may be taken by the Members unless the appropriate quorum is present. Subject to Section 3.09, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of a Majority-in-Interest of Members.

Section 3.09 Action Without Meeting. Notwithstanding the provisions of Section 3.08, any matter that is to be voted on, consented to or approved by the Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than the required voting threshold necessary for the Company to take the particular action. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 3.10 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

Section 3.11 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

ARTICLE IV CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 4.01 Initial Capital Contributions. Each Member owning Units has made Capital Contributions and is deemed to own the number, type, series and class of Units, in each case, in the amounts set forth opposite such Member's name on the Members Schedule as in effect on the date hereof.

Section 4.02 Additional Capital Contributions.

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

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

Section 4.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 4.03 and other provisions of this Article IV. Each Capital Account shall be established and maintained in accordance with the following provisions:

- (a) Each Member's Capital Account shall be increased by the amount of:
 - (i) such Member's Capital Contributions, including such Member's initial Capital Contribution;
 - (ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article V; and
 - (iii) any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.
- (b) Each Member's Capital Account shall be decreased by:
 - (i) the cash amount or Book Value of any property Distributed to such Member pursuant to Article VI and Section 11.03(c);
 - (ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to Article V; and
 - (iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.
- (c) The Rules of Treasury Regulations § 1.704-1(b)(2)(iv)(d) (with respect to the maintenance of capital accounts in connection with the exercise of a noncompensatory option) shall be incorporated by reference and shall be given effect in the maintenance of the Capital Accounts.

Section 4.04 Succession Upon Transfer. In the event that any Units are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units and, subject to Section 5.04, shall receive allocations and Distributions pursuant to Article V and Article VI in respect of such Units.

Section 4.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in his, her or its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 4.06 No Withdrawal. No Member shall be entitled to withdraw any part of his, her or its Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any Distributions to any Members, in liquidation or otherwise.

Section 4.07 Treatment of Loans from Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 4.03(a)(iii), if applicable.

Section 4.08 Intent and Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations § 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE V ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), except as otherwise provided in this Agreement, Net Income and Net Loss (and, to the extent necessary, individual and/or gross items of income, gain, loss or deduction) of the Company shall be allocated among the Members in a manner such that, after adjusting each Member's Capital Account for all Capital Contributions and Distributions made during such Fiscal Year (or portion thereof) and after giving effect to the special allocations set forth in Section 5.02, the Target Capital Account balance of each Member (which may be either a positive or negative balance), immediately after making such adjustments and allocations, is, as nearly as possible, equal to (a) the Distributions that would be made to such Member pursuant to Section 11.03(c) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Value, all

Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Book Value of the assets securing such liability), and the net assets of the Company were Distributed, in accordance with Section 11.03(c).

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of Article VI:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations § 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations § 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations §§ 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations § 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations § 1.704-2(i). Except as otherwise provided in Treasury Regulations § 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations §§ 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations § 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event any Member unexpectedly receives any adjustments, allocations, or Distributions described in Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5), or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account deficit created by such adjustments, allocations, or Distributions as quickly as possible. This Section 5.02(c) is intended to comply with the qualified income offset requirement in Treasury Regulations § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) In the event an allocation of Net Loss would cause or increase an Adjusted Capital Account deficit of a Member in a manner that cannot have substantial economic effect, such Net Loss will, unless otherwise determined by the Manager, be allocated among all Members according to their Unit holdings.

(e) The allocations set forth in Section 5.02(a) through Section 5.02(c) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code § 704. Notwithstanding any other provisions of this Article V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each

Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

(f) The Company and the Members acknowledge that allocations like those described in Proposed Treasury Regulations § 1.704-1(b)(4)(xii)(c) (“Forfeiture Allocations”) result from the allocations of Net Income and Net Loss provided for in this Agreement. For the avoidance of doubt, the Company is entitled to make Forfeiture Allocations and, once required by applicable final or temporary guidance, allocations of Net Income and Net Loss will be made in accordance with Proposed Treasury Regulations § 1.704-1(b)(4)(xii)(c) or any successor provision or guidance.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b) through Section 5.03(e), all income, gains, losses, and deductions of the Company shall be allocated, for federal, state, and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, and deductions among the Members for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company’s subsequent income, gains, losses, and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

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

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

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

(e) The Company shall make allocations pursuant to this Section 5.03 in accordance with such permissible methods as set forth and in accordance with Treasury Regulations § 1.704-3 and this Agreement.

(f) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Net Income, Net Losses, Distributions, or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Units. In the event of a Transfer of Units during any Fiscal Year made in compliance with the provisions of Article VIII Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company attributable to such Units for such Fiscal Year shall be determined using the interim closing of the books method.

Section 5.05 Curative Allocations. In the event that the Tax Representative determines, after consultation with counsel experienced in income tax matters, that the allocation of any item of Company income, gain, loss, or deduction is not specified in this Article V (an “Unallocated Item”), or that the allocation of any item of Company income, gain, loss, or deduction hereunder is clearly inconsistent with the Members’ economic interests in the Company (determined by reference to the general principles of Treasury Regulations § 1.704-1(b) and the factors set forth in Treasury Regulations § 1.704-1(b)(3)(ii)) (a “Misallocated Item”), then the Manager may allocate such Unallocated Items, or reallocate such Misallocated Items, to reflect such economic interests; *provided*, that no such allocation will be made without the prior consent of each Member that would be adversely and disproportionately affected thereby; *and provided, further*, that no such allocation shall have any material effect on the amounts distributable to any Member, including the amounts to be distributed upon the complete liquidation of the Company.

ARTICLE VI DISTRIBUTIONS

Section 6.01 General.

(a) Subject to Section 6.01(b), Section 6.02, and Section 6.03 the Manager shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company’s obligations, including, but not limited to, present and anticipated debts and obligations to third parties and Members (as applicable), capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).

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

Section 6.02 Priority of Distributions. Subject to the provisions of Section 6.03 and Section 6.04, the Company shall make Distributions of Available Cash at the times and in the amounts determined by a Supermajority-in-Interest of Members. Any such Distributions made to the Members pursuant to this Section 6.02 shall be made as follows:

(a) Ninety percent (90%) of such amount to Members having an Unreturned Capital Balance greater than zero (0), as applicable, pro rata in proportion to the amount of the respective Unreturned Capital Balances; and

(b) The remainder to all of the Members pro rata in proportion to such Members' respective holdings of Common Units, without regard to Restricted Common Units.

Section 6.03 Tax Distributions. For each Fiscal Year, the Company may, upon the agreement or consent of a Majority-in Interest of Members, during such Fiscal Year or within the first ninety (90) days following such Fiscal Year or when such taxes become payable, Distribute to each Member a Distribution in an amount equal to such Member's presumed tax liability for such Fiscal Year (a "Tax Advance"). Any amount Distributed to a Member pursuant to Section 6.02 with respect to a Fiscal Year shall reduce the amount Distributable to such Member as a Tax Advance for such Fiscal Year. Any amount distributed pursuant to this Section 6.03 shall be deemed to be an advance Distribution of amounts otherwise Distributable to the Members pursuant to Section 6.02 (including in accordance with Article XI) and shall reduce the amounts that would subsequently otherwise be Distributed to the Members pursuant to Section 6.02 in the order in which they would otherwise have been Distributable. The Company may, upon the agreement or consent of a Majority-in-Interest of Members, Distribute Tax Advances on an estimated basis prior to the end of a Fiscal Year. In no event shall any Member otherwise be required to recontribute or otherwise return or repay any Tax Advance.

Section 6.04 Distributions in Kind.

(a) The Manager is hereby authorized, subject to consent of a Majority-in-Interest of Members, to make Distributions to the Members in the form of securities or other property held by the Company; *provided*, that Tax Advances shall only be made in cash. In any non-cash Distribution, the securities or property so Distributed will be Distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be Distributed among the members pursuant to Section 6.02.

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

(c) Upon any such Distribution, such Fair Market Value of the non-cash assets Distributed will be debited against the each applicable Member's respective Capital Account at such Fair Market Value, and any such Distributions shall be deemed for purposes of determining Net Profits or Net Losses (if any) to have been sold by the Company for an amount equal to such Fair Market Value and any such deemed Net Profits or Net Losses shall be allocated to the Members' respective Capital Accounts in accordance with this Agreement.

Section 6.05 Distribution Upon Deemed Liquidation Event. In the event of a Deemed Liquidation Event, the Manager shall distribute the proceeds of such Deemed Liquidation Event in the manner provided in Section 11.03(c).

ARTICLE VII MANAGEMENT

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed, operated, and controlled by a manager (the “Manager”). The Manager may be removed or replaced at any time by a vote of the Majority-in-Interest of the Members. The Manager may resign at any time by delivering his written resignation to the Members. Any such resignation shall be effective upon the receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Members’ acceptance of a resignation shall not be necessary to make it effective. The Manager, when acting pursuant to the authority granted to them pursuant to this Agreement and under Applicable Law, shall have all the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as the Manager may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

Section 7.02 Authority of the Manager. Subject to the limitations provided in this Agreement and pursuant to Applicable Law, and except as specifically provided herein, the Manager, when acting pursuant to the authority granted to them herein, shall have the exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company, and shall have the power to act for or bind the Company. Except as otherwise expressly set forth in this Agreement, an act taken by the Manager shall constitute the act of and serve to bind the Company. In dealing with the Manager acting on behalf of the Company, no Person shall be required to inquire into the authority of the Manager to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement.

Section 7.03 Limitations. Anything in this Agreement to the contrary notwithstanding, no action shall be taken by the Company, or by the Manager, any Member, officer, agent, or employee of the Company, without the written consent or ratification of the specific act by Members having an Unreturned Capital Balance greater than zero (0), or, if none, a Majority-in-Interest of Members, which would cause or permit the Company to:

- (a) knowingly make, do, or perform any act, or knowingly cause any act to be made, done, or performed, which would make it impossible to carry on the ordinary business of the Company;
- (b) admit any Person or Transferee as a Member, or issue any New Interests;
- (c) amend the Company’s Certificate of Organization, except that the Company may file a certificate of merger or a certificate of conversion to effectuate a merger or conversion of the Company approved by the Members in accordance with this Agreement;
- (d) amend this Agreement;
- (e) change the nature of the Company’s business;

- (f) dissolve the Company in accordance with Article XI;
- (g) merge the Company with another entity or convert the Company into a different type of entity;
- (h) possess Company property, or assign Company property, for other than a Company purpose;
- (i) make any withdrawal or transfer from Company bank accounts, or sign any checks in the name of the Company against Company bank accounts, or otherwise make any capital expenditure or series of related capital expenditures, in excess of One Hundred Thousand United States Dollars (\$100,000.00);
- (j) borrow money or otherwise incur indebtedness in the name of the Company, in a single transaction or in a series of related transactions, in excess of One Hundred Thousand United States Dollars (\$100,000.00);
- (k) sell, lease, mortgage, pledge, or otherwise convey, transfer, or dispose of any assets (including, without limitation, goodwill) owned by the Company (including equity interests in any entity and any Confidential Information of the Company or its subsidiaries) in each case outside the ordinary course of business;
- (l) commence any liquidation, dissolution, or voluntary bankruptcy, administration, insolvency proceeding, recapitalization, or reorganization of the Company or its subsidiaries in any form of transaction, any arrangement with creditors, or the consent to entry of an order for relief in an involuntary case, or the conversion of an involuntary case to a voluntary case, or the consent to any plan of reorganization in any involuntary or voluntary case, or the consent to the appointment or taking possession by a receiver, trustee, or other custodian for all or any portion of its property, or otherwise seek the protection of any applicable bankruptcy or insolvency law;
- (m) make any guarantee, assumption, or incurrence of, or grant of any security interests to secure, indebtedness of the Company or any subsidiary in excess of One Hundred Thousand United States Dollars (\$100,000.00) in any twelve (12) month period, other than (i) unsecured trade indebtedness incurred in the ordinary course of business and in amounts consistent with the approved budget then in effect, (ii) such other indebtedness that is authorized pursuant to the approved budget then in effect, and (iii) the indebtedness already existing on the date hereof;
- (n) make any investments in or loan any funds or money, extend credit, or otherwise provide financial accommodations to any Person outside the ordinary course of business;
- (o) cause the Company to incur any indebtedness other than in the ordinary course of business; or
- (p) make any loans to any Member or their respective Affiliates.

Section 7.04 Officers. The Manager may appoint individuals as officers of the Company (the “Officers”) as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member or Manager. Any individual may hold two (2) or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 7.05 No Personal Liability. By Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

ARTICLE VIII TRANSFER

Section 8.01 General Restrictions on Transfer. The Members may not transfer their Units without consent of the Majority-in-Interest of Members, and no transfer may occur unless in compliance with Section 3.01. Notwithstanding the foregoing, no Member may transfer its Units to any Transferee that would, upon becoming a Member, be an Affected Member as described in this Agreement, and any such purported transfer shall be null and is void. Restricted Common Units may not be transferred.

Section 8.02 Restricted Common Unit Call Right.

(a) Call Right. At any time prior to the consummation of a Change of Control, following the termination of employment or other engagement of any Service Provider with the Company or any of the Company Subsidiaries, the Company may, at the election of the Majority-in-Interest Members, require the Service Provider and any or all of such Service Provider’s transferees to sell to the Company all or any portion of such Service Provider’s Restricted Common Units for a price of one dollar (\$1.00) per Restricted Common Unit.

Section 8.03 Buy-Sell Offer Right.

(a) Buy-Sell Offer Notice. At any time after May 27, 2035, any Initial Member may exercise the buy-sell right provided for in this Section 8.03 by providing written notice of such election (a “Buy-Sell Offer Notice”) to each other Member (each, a “Responding Member”). The Buy-Sell Offer Notice shall include a stated purchase price per Unit (the “Buy-Sell Purchase Price”), which price shall be set in the sole discretion of the Initial Member providing the Buy-Sell Offer Notice (the “Initiating Member”), at which the Initiating Member shall, pursuant to the procedures provided for in this Section 8.03 (a) purchase all but not less than all of the Membership Interests owned by each Responding Member, or (b) sell all but not less than all of its Membership Interests to a Responding Member.

(b) **Response Notice.** Within thirty (30) days after the Buy-Sell Offer Notice is received (the “Buy-Sell Election Date”), each Responding Member shall deliver to the Initiating Member a written notice (each, a “Response Notice”) stating whether it elects to (a) sell all of its Membership Interests at the Buy-Sell Purchase Price, or (b) buy all of the Membership Interests owned by all other Members at the Buy-Sell Purchase Price. The failure of any Responding Member to deliver the Response Notice by the Buy-Sell Election Date shall be deemed to be an election to sell all of its Membership Interests at the Buy-Sell Purchase Price.

(c) **Purchase and Sale.**

(i) If all of the Responding Members elect or are deemed to elect to sell all of their respective Membership Interests (each, upon making such election or deemed to have made such election, a “Selling Member”), then the Selling Members will sell their Membership Interests to the Initiating Member, and the Initiating Member shall purchase all of the Membership Interests of the Selling Members, at the Buy-Sell Purchase Price.

(ii) If one or more of the Responding Members elects to purchase all of the outstanding Membership Interests (each, upon making such election, a “Purchasing Member”), then the Initiating Member and all Selling Members, if any, will sell their respective Membership Interests to the Purchasing Member(s), and the Purchasing Members shall purchase such Membership Interest pro rata based on the aggregate number of Units owned by the Purchasing Members.

(iii) If one or more of the Responding Members elect or are deemed to elect to be a Selling Member, and one or more of the Responding Members elect to be Purchasing Members, then the Selling Member(s) and the Initiating Member shall sell their Membership Interests to the Purchasing Member(s), and the Purchasing Members shall purchase such Membership Interests pro rata based on the aggregate number of Units owned by the Purchasing Members.

(d) **Closing.** The closing of any purchase and sale of Membership Interests pursuant to this Agreement shall take place within thirty (30) days after the last Response Notice is delivered or deemed to have been delivered or some other date mutually agreed upon by the parties to the purchase and sale. The Buy-Sell Purchase Price shall be paid at closing by wire transfer of immediately available funds to an account designated in writing by each of the Selling Members. At the closing, each of the Selling Members shall deliver to each of the Purchasing Members good and marketable title to such Purchasing Member’s pro rata portion of such Selling Member’s Membership Interests, free and clear of all liens and encumbrances. Each Initial Member agrees to cooperate and take all actions and execute all documents reasonably necessary or appropriate to reflect the purchase of the Selling Members’ Membership Interests by the Purchasing Members. Upon closing, each of the Selling Members shall cease to be a Member of the Company, and its Membership Interests shall vest in the Purchasing Members.

(e) **Default.**

(i) If any Purchasing Member (which term includes, for the purposes of this (e), any Initiating Member obligated to purchase the Membership Interests of any Selling Member(s) (which term includes, for the purposes of this (e), any Initiating Member obligated to sell its Membership interest to the Purchasing Member(s)) fails to purchase and pay for any Membership Interests as and when provided in the preceding Section 8.03 through (d), then the non-defaulting Purchasing Members, if any, pro rata based on the relative Membership Interests of all non-defaulting Purchasing Members electing to purchase the defaulting Purchasing Member's Membership Interest or as they might otherwise agree, at their election by notice to the defaulting Purchasing Member at any time on or prior to the thirtieth (30th) day after the date the sale was to have been consummated, may elect to purchase the Membership Interests of the defaulting Purchasing Member at a price that is equal to the Buy-Sell Purchase Price. All non-defaulting Purchasing Members shall also purchase their pro rata portion of the Selling Members' interests that were to be purchased by the defaulting Purchasing Member, at the Buy-Sell Purchase Price.

(ii) If no non-defaulting Purchasing Members elect to purchase the defaulting Purchasing Member's Membership Interests pursuant to Section 8.03(e)(i) above, the Selling Members, pro rata based on the relative Membership Interests of all Default Purchase Selling Members immediately prior to the exercise of the buy-sell right or as they might otherwise agree, at their election by notice to the defaulting Purchasing Member at any time on or prior to the thirtieth (30th) day after the earlier of (i) the date the sale was to have been consummated, or (ii) the date that the non-defaulting Purchasing Members decline or are deemed to have declined to purchase the defaulting Purchasing Member's interests in accordance with this Section 8.03(e), may elect to purchase the defaulting Purchasing Member's Membership Interests at the Buy-Sell Purchase Price. Notwithstanding any election not to purchase the defaulting Purchasing Member's Membership Interests, the non-defaulting Purchasing Members shall purchase their pro rata portion of the Membership Interests owned by any Default Non-Purchasing Selling Members. Such Default Non-Purchasing Selling Members' interests shall be purchased at the Buy-Sell Purchase Price. The non-defaulting Purchasing Members shall not be required or entitled to purchase the Membership Interests owned by any Default Purchasing Selling Member.

(iii) If there are no Purchasing Members other than the defaulting Purchasing Member, the Selling Members, pro rata based on the relative Membership Interests of all Default Purchase Selling Members immediately prior to the exercise of the buy-sell right or as they might otherwise agree, at their election by notice to the defaulting Purchasing Member at any time on or prior to the thirtieth (30th) day after the earlier of (x) the date the sale was to have been consummated, or (y) the date that the non-defaulting Purchasing Members decline or are deemed to have declined to purchase the defaulting Purchasing Member's interests in accordance with this Section 8.03(e), may elect to purchase the defaulting Purchasing Member's Membership Interests at the Buy-Sell Purchase Price.

(1) If none of the Selling Members elect to purchase the defaulting Purchasing Member's Membership Interests within the time period specified above, no Membership Interests shall be purchased or sold and all Initial Members shall retain their respective Membership Interests as if the buy-sell right described in Section 8.03 through (d) had not been exercised.

(2) If less than all of the Selling Members elect to purchase the defaulting Purchasing Member's Membership Interests within the time period specified above, the Membership Interests owned by any Default Non-Purchasing Selling Members may be (but shall not be required to be) purchased pro rata by the Default Purchase Selling Members, at the Buy-Sell Purchase Price. In no Default Purchase Selling Members so elect to purchase the Default Non-Purchasing Selling Members' Membership Interests, such Non-Purchasing Selling Members shall retain their Membership Interests as if the buy-sell right described in Section 8.03 through (d) had not been exercised.

(iv) The closing of any purchase and sale under this Section 8.03(e) otherwise shall occur as provided in Section 8.03(d) but with any time periods measured from the date of notice under this Section 8.03(e).

(f) Non-Initial Members. Each Member that is not an Initial Member acknowledges and agrees that it has no rights to be an Initiating Member under.

Section 8.04 Automatic Divestiture. If, during anytime while the Company holds a Regulatory License, any of the following occur to a Member or to a member of an entity that is a Member of the Company, all interests of that Member in the Company (the "Affected Member") will automatically and immediately terminate, and the Affected Member will cease to be a Member ("Automatic Divestiture"):

(a) The Affected Member is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the Cannabis Code, disqualify the Affected Member from having an ownership interest in a Regulatory License. However, where an Affected Member is only charged with a criminal offense and not convicted, and where the Cannabis Regulatory Body and any other local or state licensing authority upon request have agreed to defer pursuing any action against the Company's Regulatory License(s) based upon such charges, or where any such actions of the Cannabis Regulatory Body and local licensing authorities are subject to a stay order, then the Affected Member's Units shall not be subject to divestiture under this Section 8.02.

(b) The Affected Member or any entity that it owns or controls incurs a revocation of any Regulatory License, and it is determined by the Manager that such revocation has a material adverse effect upon the issuance or continued good standing of the Company's Regulatory License(s).

(c) The Cannabis Regulatory Body or local licensing authority issues a formal recommendation stating that the Affected Member is unfit to have an ownership or economic interest in a cannabis business or Regulatory License.

(d) The Cannabis Regulatory Body or local licensing authority issues a formal recommendation against the issuance to the Company of a Regulatory License or revokes a Regulatory License, which recommendation cites the participation of the Affected Member as a material factor in the decision, or the Cannabis Regulatory Body or local licensing authority conditions the issuance of a Regulatory License on the Company removing the Affected Member from the Company.

(e) The Cannabis Regulatory Body or local licensing authority advises the Company in writing, or it is otherwise determined by court order, that a decision on the Company's Regulatory License is being delayed beyond one (1) year following the filing of the Company's application for a Regulatory License, and the Company is advised before or after said date that the sole reason for such delay is the participation of or concerns about the Affected Member.

(f) The Affected Member demonstrates a repeated failure to attend meetings with the Cannabis Regulatory Body or any local licensing authority as required for Company business to be conducted. As used herein, repeated failure to attend shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any licensing authority.

(g) The Affected Member fails to provide information to the Cannabis Regulatory Body which is requested by or required by the Cannabis Regulatory Body.

(h) If the Affected Member is a partnership or other business entity and not a natural person, a member of the Affected Member is disqualified from obtaining an ownership interest in a Regulatory License by final written determination of the Cannabis Regulatory Body, unless such member is divested from the Affected Member in a timely manner.

Section 8.05 Settling of Accounts Following Automatic Divestiture.

(a) The Company shall continue in existence notwithstanding the automatic termination of any Member pursuant to Section 8.02 above. Notwithstanding any provision of this Agreement to the contrary, if the Affected Member is a corporate entity and the occurrence of any of the events enumerated in Section 8.02, above, is due to a member, shareholder, officer or manager of the Affected Member, the Affected Member shall have an option to redeem its Units and shall be restored to its ownership position before the divestiture events occur if the Manager, a court of law, or the Cannabis Regulatory Body provides a written assurance or order that Affected Member has removed the member, shareholder, officer, or manager that caused any of the events enumerated in Section 8.02, above, pursuant to the terms of the Affected Member's governing documents.

(b) If an Affected Member is subject to Automatic Divestiture under Section 8.02, the Company shall be liable for the terminated ownership interest of the Affected Member as follows: (i) the Company and the Affected Member shall determine the Fair Market Value of

the Affected Member's Units by a mutually agreed upon third party appraisal; (ii) if the Affected Member and the Company cannot agree on a third party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two (2) valuations of the Affected Member's Units shall be averaged and used for calculating the Payoff Note; (iii) once the value of the Affected Member's Units is determined in relation to the Company's Fair Market Value, the Company shall deliver a note (the "Payoff Note") to the Affected Member for fifty percent (50%) of the asset value of Affected Member's Units. The Payoff Note shall be payable over a five (5) year period and shall bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or shall be discounted (using the same rate) to present value if an earlier payoff is required under the Cannabis Code. The terms of the Payoff Note shall include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Company may sell the Affected Member's Units, in accordance with the terms of this Agreement, to finance the Payoff Note or for any other lawful reason.]

ARTICLE IX COVENANTS

Section 9.01 Confidentiality.

(a) In pursuit of the Company's business (the "Authorized Use"), certain trade secrets and business information proprietary to each Member and which each Member considers to be Confidential Information (as hereinafter defined) may be provided to one Member or the Company, and its affiliates ("Receiving Party") by another Member, and its affiliates ("Disclosing Party"). This Section 9.01 is intended to allow the parties to have open discussions regarding the Confidential Information, while still affording complete protection of the Disclosing Party's Confidential Information against disclosure or unauthorized use.

(b) "Confidential Information" means any Disclosing Party confidential or proprietary information, whether marked as confidential or not, in the form of notes, documents, materials, correspondence, or any other form, and anything derived from the foregoing, relating to: (i) the Disclosing Party's proprietary technology and products, including without limitation, technical data, trade secrets, know-how, research, product plans, ideas or concepts, products services, software, inventions, patent applications, techniques, processes, developments, algorithms, formulas, technology, designs, schematics, drawings, engineering, and hardware configuration information; (ii) proprietary information relating to the Disclosing Party's operations and business or financial plans or strategies, including but not limited to customers, customer lists, markets, financial statements and projections, standard operating procedures (SOP's) product pricing and marketing, financial or other strategic business plans or information, disclosed to Receiving Party by the Disclosing Party, either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities; (iii) information received by the Disclosing Party from third parties under confidential conditions which information is identified by the Disclosing Party as being subject to such conditions; and (iv) the Disclosing Party's "Trade Secrets" which means information which derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and which is the subject of efforts that are

reasonable under the circumstances to maintain its secrecy. “Confidential Information” shall not include any information that: (i) is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party or its affiliates or advisors other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without violating any of its obligations under this Agreement.

(c) Non-Disclosure of Confidential Information. Other than with respect to disclosures by the Company to a Cannabis Regulatory Body in connection with the pursuit of the Company's business, the Receiving Party will keep all Confidential Information of the Disclosing Party confidential and will not, directly or indirectly, commercially exploit the Confidential Information of the Disclosing Party or use same for any other purpose, except for the Authorized Purpose. The Receiving Party shall take all reasonable action and shall take at least the same commercially reasonable precautions as it takes to prevent the disclosure of its own Confidential Information, to prevent the disclosure to third parties of the Confidential Information of the Disclosing Party. The Receiving Party shall only have the right to disclose the Confidential Information to its employees, agents, consultants and professional advisers on a “need to know” basis for the Authorized Purpose. The Receiving Party shall, prior to disclosing any Confidential Information to any such person, issue appropriate instructions to them and obtain all necessary undertakings to ensure that such persons comply with the confidentiality and use obligations and restrictions contained in this Agreement with respect to the Confidential Information of the Disclosing Party. Each party shall specifically inform each of its Representatives, employees and agents who receive any Confidential Information of the other Party hereunder of the obligations created by this Agreement and obtain the written acknowledgment from each such person or entity, who shall be bound to accept the non-disclosure obligations of the Receiving Party. Each Party and its officers (personally, under joint and several liability) shall be liable for any breach hereof by any of its employees, agents or Representatives.

(d) Ownership of Confidential Information. Notwithstanding anything else contained herein, unless otherwise provide in a separate agreement all Confidential Information shall remain the property of the Disclosing Party and shall be held in trust by the Receiving Party for the Disclosing Party unless otherwise provided in a separate agreement. Nothing in this Agreement shall be construed as granting any rights to Receiving Party under any patent or copyright, nor shall this Agreement be construed to grant the Receiving Party any rights in or to the Disclosing Party's Confidential Information, except the limited right to review such Confidential Information solely for the Authorized Purpose.

(e) Required Disclosure. Other than with respect to disclosures to a Cannabis Regulatory Body in connection with the pursuit of the Company's business, if the Receiving Party becomes legally required to disclose any Confidential Information, the Receiving Party will, to the extent permitted by Applicable Law, give the Disclosing Party prompt notice of such fact so that the Disclosing Party may obtain a protective order or other appropriate remedy concerning any

such disclosure and/or waive compliance with the non-disclosure provisions of this Agreement. The Receiving Party will fully cooperate with the Disclosing Party in connection with the Disclosing Party's efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure or the Disclosing Party waives such compliance, the Receiving Party will make such disclosure only to the extent that such disclosure is legally required and will use its best efforts to have confidential treatment accorded to the disclosed Confidential Information.

(f) Return of Confidential Information. The Receiving Party shall, immediately upon the earlier of (i) the Disclosing Party or Receiving Party no longer being a Member of the Company and (ii) the dissolution of the Company, discontinue use of the Confidential Information of the Disclosing Party and return within 10 days of receipt of notice from the Disclosing Party requesting the return of the Disclosing Party's Confidential Information all tangible forms of such Confidential Information, and all copies thereof, which may be or have been in the Receiving Party's possession. Except as otherwise required by law, the Receiving Party shall promptly redeliver or destroy all material containing or reflecting any information contained in the Confidential Information and will not retain any copies, extracts, or other reproductions of such written material. Subject to the foregoing exceptions, all documents, memoranda, notes, or other writings whatsoever, prepared and based on the information contained in the Confidential Information shall be returned or destroyed. If Confidential Information is destroyed, the Receiving Party will provide written certification signed by one of its senior officers that such Confidential Information has been destroyed.

(g) Term. The restrictions on use and disclosure of Confidential Information shall continue indefinitely and shall survive the termination of this Agreement.

(h) Injunctive Relief. The Receiving Party acknowledges and agrees that the breach by it of any of the Receiving Party's confidentiality obligations hereunder may cause serious and irreparable harm to the Disclosing Party which could not adequately be compensated for in damages. Each of the Parties therefore consents to an order specifically enforcing the provisions of this Agreement, or an order of injunction being issued against it restraining it from any further breach of such provisions and agrees that such injunction may be issued against it without the necessity of an undertaking as to damages by the other Party. The provisions of this section shall not derogate from any other remedy which a Party may have in the event of such a breach.

(i) Indemnification. The Receiving Party shall indemnify the Disclosing Party the officers, members, employees, agents, successors and assigns of the Disclosing Party for any and all damages incurred as a result of any breach hereof by the receiving party and/or any employee or agent of the Receiving Party.

ARTICLE X TAX MATTERS

Section 10.01 Income Tax Audits.

(a) For each year in which the Company is subject to the Partnership Tax Audit Rules, the Company shall designate Nicole Schneider to serve as the “partnership representative” of the Company within the meaning of Code § 6223, as amended by the Partnership Tax Audit Rules (the “Tax Representative”). Tax Representative shall have sole authority to act on behalf of the Company for purposes of the Code and the Partnership Tax Audit Rules and any comparable provisions of state or local income tax laws with respect to the taxable year(s) such Person was designated to serve in such capacity, until such Person resigns or is replaced by the Manager in accordance with the provisions of Section 10.01(b). If the Tax Representative is an entity rather than an individual, the Tax Representative shall appoint an individual who meets the requirements of the Partnership Tax Audit Rules to serve as the “designated individual” (the “Designated Individual”) to act on behalf of the Tax Representative for the Company, which appointment shall be deemed to be the appointment of the Company. For purposes of this Section 10.01, unless otherwise specified, all references to provisions of chapter 63 of the Code shall be to such provisions as enacted by the Partnership Tax Audit Rules.

(b) The Person serving as the Tax Representative (or Designated Individual, as applicable) shall be automatically removed as Tax Representative upon the death, dissolution and/or winding up, legal incompetency or Bankruptcy of such Person, and the Person serving as the Tax Representative may be removed at any time by the Manager. Upon such removal of the Tax Representative (or Designated Individual, as applicable) a successor to serve in such position shall be designated by the Manager, and the removed Tax Representative (or Designated Individual, as applicable) shall not take any action for or on behalf of the Company without the prior written consent of the Manager.

(c) The Company shall indemnify and hold harmless the Tax Representative (and Designated Individual, as applicable) in accordance with Article XII as a result of any act or decision concerning Company tax matters and within the scope of such Person’s responsibility as Tax Representative. All amounts indemnified may be advanced as incurred in accordance with Article XII. The Tax Representative (and Designated Individual, as applicable) shall be entitled to rely on the advice of outside legal counsel and accountants as to the nature and scope of such Person’s responsibilities and authority, and any act or omission of the Tax Representative pursuant to such advice in no event shall subject the Tax Representative to liability to the Company or any Member.

(d) If the Company qualifies to elect pursuant to Code § 6221(b) (or successor provision) to have federal income tax audits and other proceedings undertaken by each Member rather than by the Company, the Company shall make such election.

(e) Notwithstanding other provisions of this Agreement to the contrary, but subject to Section 10.01(f), if any “partnership adjustment” (as defined in Code § 6241(2)) is determined with respect to the Company, the Tax Representative, upon the determination of the Manager in its sole discretion, will cause the Company to elect pursuant to Code § 6226 (the “push-out” election) to have any such adjustment passed through to the Members and former Members for the year to which the adjustment relates (i.e., the “reviewed year” within the meaning of Code § 6225(d)(1)). In the event that the Tax Representative has not caused the Company to so elect

pursuant to Code § 6226, then any “imputed underpayment” (as determined in accordance with Code § 6225) or “partnership adjustment” that does not give rise to an “imputed underpayment” shall be apportioned among the Members and former Members of the Company in such manner as may be necessary (as determined by the Manager in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members and former Members based upon their interests in the Company for the reviewed year.

(f) Each Member and former Member agrees that, upon request of the Tax Representative, such Member shall (i) provide any information and take such action as may be reasonably required by the Tax Representative in order to determine whether any “imputed underpayment” within the meaning of Code § 6225 may be modified pursuant to Code § 6225(c); (ii) file amended tax returns or effectuate the alternative “pull-in” procedure as provided in Code § 6225(c)(2) with respect to any “reviewed year” (within the meaning of Code § 6225(d)(1)) to reduce the amount of any “partnership adjustment” otherwise required to be taken into account by the Company; or (iii) in the event the Members do not fully or timely comply (in the Tax Representatives sole discretion) with the procedures of such Code § 6225(c)(2), take such actions as may be necessary or desirable (if any) to allow the Company to comply with the provisions of Code § 6226 (concerning the “push-out” election) so that any “partnership adjustments” are taken into account by the Members rather than the Company.

(g) If the Company is obligated to pay any amount of tax, penalty, interest, or other charges determined under the Code (a “Company Level Tax”), each Member or former Member to which the assessment or payment relates (an “Indemnifying Member”) shall indemnify the Company for, and pay to the Company, the Indemnifying Member’s allocable share of the Company Level Tax. Each Indemnifying Member’s allocable share of the Company Level Tax shall be determined in good faith by the Manager. Promptly upon notification by the Manager of the Indemnifying Member’s obligation to indemnify the Company, an Indemnifying Member shall make a payment to the Company of immediately available funds, at the time and in the amount and manner directed by the Manager. Amounts paid to the Company under this Section 10.01(g) by an Indemnifying Member who is not a Member of the Company at the time such payment is made shall not be treated as a Capital Contribution.

(h) Each Member and former Member agrees that such Member shall not treat any Company item inconsistently on such Member’s federal, state, foreign, or other income tax return with the treatment of the item on the Company’s return. Any deficiency for taxes imposed on any Member or former Member (including penalties, additions to tax or interest imposed with respect to such taxes, and any taxes imposed pursuant to Code § 6226, as amended) shall be paid by such Member, and if paid by the Company will be recoverable from such Member.

(i) The obligations of each Member or former Member under this Section 10.01 shall survive any actual or attempted Transfer, withdrawal or abandonment by such Member of its Transferable Interest and the termination of this Agreement or the dissolution of the Company.

Section 10.02 Tax Returns; Tax Elections.

(a) At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 7.04) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

(b) The Tax Representative shall make any and all elections for federal, state, local, or foreign tax purposes including without limitation any election, if permitted by applicable law: (i) to adjust the basis of property pursuant to Code sections 734(b), 743(b) and 754, or comparable provisions of state, local or foreign law, in connection with Transfers of Units and Company distributions; (ii) to extend the statute of limitations for assessment of tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local or foreign tax returns; and (iii) to make all decisions on behalf of the Company and the Members and to direct the activities of the Tax Representative before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company or the Members in their capacities as Members, and to direct the filing of any tax returns and to cause the execution of any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company and the Members.

Section 10.03 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI DISSOLUTION AND LIQUIDATION

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination to dissolve the Company, in accordance with Section 7.03(f);

(b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company or otherwise the occurrence of a Deemed

Liquidation Event with the Company's determination to thereafter dissolve (in accordance with Section 7.03(f)); or

- (c) The entry of a decree of judicial dissolution.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03 and the Certificate of Organization shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the following provisions:

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

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

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

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

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

- (iii) Third, to the Members in the same manner as Distributions are made under Section 6.02 (regarding Distributions from Deemed Liquidation Events), subject to Section 6.03 (regarding Tax Distributions).

- (d) Discretion of Liquidator. Notwithstanding the provisions of Section 11.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets

except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, the following rules shall be applied consistent with Treasury Regulations § 1.704-1(b)(2)(iv)(e): (i) any property to be Distributed will be valued at its Fair Market Value; (ii) the difference between the Fair Market Value of any asset to be Distributed in kind and its carrying value on the books of the Company shall be deemed to be gain or loss and any such deemed gain or loss shall be allocated in accordance with Article V; and (iii) all such allocations of gain or loss shall be credited or charged to the Members' Capital Accounts prior to making such Distributions.

Section 11.04 Cancellation of Certificate. Upon completion of the Distribution of the assets of the Company as provided in Section 11.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

Section 11.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss which at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 12.03.

Section 11.06 Resource for Claims. Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Manager, the Liquidator or any other Member.

ARTICLE XII EXCULPATION AND INDEMNIFICATION

Section 12.01 Exculpation of Covered Persons.

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

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

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) the Manager; (ii) one (1) or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

Section 12.02 Liabilities and Duties of Covered Persons.

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

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

Section 12.03 Indemnification.

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

settlement of any claims (collectively, “**Losses**”) to which such Covered Person may become subject by reason of:

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

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

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

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 12.03; *provided*, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 12.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) Entitlement to Indemnity. The indemnification provided by this Section 12.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 12.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 12.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.

(d) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing

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

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 12.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 12.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 12.03 to the fullest extent permitted by any applicable portion of this Section 12.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) Amendment. The provisions of this Section 12.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 12.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 12.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

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

ARTICLE XIII MISCELLANEOUS

Section 13.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 13.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of

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

Section 13.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13.03):

If to the Company: 41 Fremont Street
Worcester, Massachusetts 01603
E-mail: schneiderjnicole@gmail.com
Attention: Nicole Schneider

with a copy to: Vicente Sederberg, LLP
2 Seaport Lane, 11th Floor
Boston, Massachusetts 02210
E-mail: jeremy@vicentesederberg.com
Attention: Jeremy Shaw, Esq.

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

Section 13.04 Interpretation; Headings. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (i) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. 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 13.05 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 13.06 Regulatory Review. The Members and the Company acknowledge and agree that this Agreement must comply with the Cannabis Code and may be subject to regulatory review from a Cannabis Regulatory Body. In the event that a Cannabis Regulatory Body determines, or the Members otherwise reasonably determine, that this Agreement violates the Cannabis Code or otherwise would jeopardize the Company's Regulatory Licenses, the parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner to remedy such deficiency; *provided, however*, that any such modification shall be made so as to maintain the original intent of the parties to the greatest extent possible.

Section 13.07 Entire Agreement. This Agreement, together with the Certificate of Organization, any agreement to acquire Units, and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 13.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 13.09 No Third-party Beneficiaries. Except as provided in Article XII which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 13.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and a Majority-in-Interest of Members. Any such written amendment or modification will be binding upon the Company and each Member; *provided*, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to (a) such Member relative to the rights of other Members in respect of Units of the same class or series or (b) a class

or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class or series, as applicable. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase or Transfer of Units in accordance with this Agreement may be made by the Manager without the consent of or execution by the Members.

Section 13.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 13.11 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 3.07(e) and Section 13.14 hereof.

Section 13.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

Section 13.13 Dispute Resolution. In the event of any dispute, claim or controversy arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve their dispute through in-person negotiation between authorized Representatives of each of the parties with authority to settle the relevant dispute. Either party may commence this negotiation by delivering written notice to the other party pursuant to the terms outlined in this Agreement. The parties may agree to engage the services of a jointly agreed-upon mediator to facilitate this in-person meeting, in which case they agree to share equally in the costs of the mediation. If the dispute cannot be settled amicably within fourteen (14) days of delivery of written notice or the in-person meeting of authorized Representatives, whichever comes later, then the dispute shall be resolved by binding arbitration as provided in Section 13.14.

Section 13.14 Binding Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, including any determination of the scope or applicability of this Section, shall be finally settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect, and judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The Parties shall share the costs of the arbitration equally; however, each Party shall be responsible for its own attorneys' fees and other costs and expenses. The arbitration will be conducted in the English language, in the city of Boston, Massachusetts by a single

arbitrator jointly selected by the parties in accordance with the AAA Rules. The arbitrator shall have the power to grant legal and equitable remedies, including awarding the prevailing party its attorneys' fees and other costs of the arbitration, but they shall not grant punitive damages. To the extent federal and state law conflict as regards this contract, state law shall apply. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The award shall be final and binding upon all parties as from the date rendered and shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues, or accounting presented to the arbitral tribunal. The Parties acknowledge that they are irrevocably waiving the right to a trial in court, including a trial by jury and that all rights and remedies will be determined by an arbitrator and not by a judge or jury.

Section 13.16 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 13.17 Attorneys' Fees. In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

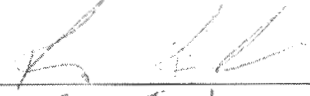
Section 13.18 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 12.02 to the contrary.

Section 13.19 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

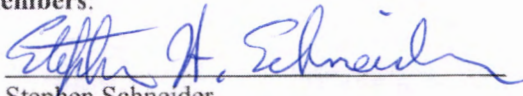
[SIGNATURE PAGE FOLLOWS]

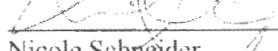
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

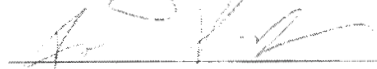
LEGACY FOUNDATION GROUP, LLC:

By: 
Name: Tye Thaden
Title: Manager

The Members:

By: 
Name: Stephen Schneider

By: 
Name: Nicole Schneider

By: 
Name: Tye Thaden

**SCHEDULE A
MEMBERS SCHEDULE**

Member Name and Address	Common Units	Restricted Common Units	Capital Contributions
Stephen Schneider 18 Whistler Trace Jacksonville, FL 32081	700,000		\$466.67
Nicole Schneider 69 Roy Street Swampscott, MA 01907	150,000	550,000	\$100
Tye Thaden 69 Roy Street Swampscott, MA 01907	150,000	550,000	\$100
Total:	1,000,000	1,100,000	\$666.67

ANNEX 1 DEFINED TERMS

“Adjusted Capital Account” means the balance in the Capital Account maintained for each Member as of the end of each Fiscal Year (a) increased by any amount that such Member is obligated to restore under this Agreement, is treated as obligated to restore under Treasury Regulations § 1.704-1(b)(2)(ii)(c), or is deemed obligated to restore under the penultimate sentences of Treasury Regulations §§ 1.704-2(g)(1) and (i)(5), and (b) reduced by the items described in Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5) and (6). This definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations § 1.704-1(b)(2)(ii)(d) and shall be interpreted and applied consistently therewith.

“Adjusted Taxable Income” of a Member for a Fiscal Year (or portion thereof) with respect to Units held by such Member means the federal taxable income allocated by the Company to the Member with respect to such Units (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); *provided*, that such taxable income shall be computed (a) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to such Units that were not previously taken into account for purposes of determining such Member’s Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect members of the Member) determined as if the income, loss and credits from the Company were the only income, loss and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years, and (b) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code § 754.

“Affected Member” has the meaning set forth in Section 8.02.

“Affiliate” means, with respect to any Person, any other Person who, directly or indirectly (including through one (1) or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings.

“Agreement” has the meaning set forth in the preamble hereof.

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

“Automatic Divestiture” has the meaning set forth in Section 8.02.

“Available Cash” at the time of any Distribution means the excess of (a) all cash then held by the Company to the extent not otherwise required to pay Company expenses, over (b) the amount of reserves established by the Company.

“Award Agreement” has the meaning provided in Section 2.03(a).

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

“Book Depreciation” means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; *provided*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero (0) and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations § 1.704-1(b)(2)(iv)(g)(3).

“Book Value” means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of each such Company asset as of the date of such contribution;

(b) immediately prior to the Distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such Distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Manager, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a de minimis amount;

(ii) the acquisition of a Membership Interest in the Company by a new or existing Member in consideration of services to or on behalf of the Company;

(iii) the Distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; or

(iv) the liquidation of the Company within the meaning of Treasury Regulations § 1.704-1(b)(2)(ii)(g);

provided, that adjustments pursuant to clauses (i), (ii), and (iii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member; *and provided, further*, the Book Values of the Company's assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Manager, as of the following times: (x) in connection with the issuance by the Company of a "noncompensatory option" within the meaning of Treasury Regulations §§ 1.721-2(f) and 1.761-3(a) other than for a de minimis Membership Interest, and (y) immediately after the exercise of any noncompensatory option in accordance with Treasury Regulations § 1.704-1(b)(2)(iv)(s); *provided*, that the adjustment resulting from the event described in clause (x) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company. If any noncompensatory options are outstanding upon an adjustment to the capital accounts pursuant to this paragraph, the Company shall adjust the Book Values of the Company's assets as determined for purposes of maintaining the Capital Accounts in accordance with Treasury Regulations §§ 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2).

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code § 734(b) or Code § 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations § 1.704-1(b)(2)(iv)(m); *provided*, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to the above paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to the above paragraph (a) or adjusted pursuant to the above paragraphs (c) or (d), such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

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

"Cannabis Code" means any laws or regulations promulgated or enacted by state or local jurisdiction in which the Company or its Subsidiaries have operations pertaining to cannabis

cultivation, dispensing, sale, storage, manufacturing, distribution, transporting, testing, or other commercial cannabis activities within its respective jurisdiction.

“Cannabis Regulatory Body” means all applicable State and local licensing authorities with authority under a Cannabis Code, as the case may be.

“Capital Account” has the meaning set forth in Section 4.03.

“Capital Contribution” means, for any Member, the total amount of cash and cash equivalents and the initial Book Value of any property (net of liabilities assumed by the Company resulting from such contribution and liabilities to which the property is subject) contributed, or deemed contributed, as applicable, to the capital of the Company by such Member (excluding any advances or loans of Members), each as determined and updated from time-to-time by the Manager.

“Certificate of Organization” has the meaning set forth in the Recitals.

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

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

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

“Company” has the meaning set forth in the preamble hereof.

“Company Level Tax” has the meaning set forth in Section 10.01(g).

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

“Company Subsidiary” means a Subsidiary of the Company.

“Confidential Information” has the meaning set forth in Section 9.01.

“Covered Person” has the meaning set forth in Section 12.01(a).

“Deemed Liquidation Event” means each of the following events:

(a) a merger on consolidation in which (i) the Company is a constituent party, or (ii) a Material Subsidiary of the Company is a constituent party and the Company issues Units pursuant to such merger or consolidation; *provided*, any such merger or consolidation involving the Company or a Material Subsidiary in which the Units of the Company outstanding immediately prior to such merger or consolidation continue to represent, immediately following such merger or

consolidation, at least a majority, by voting power, of the equity of (x) the surviving or resulting entity, or (y) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such merger or consolidation, the parent entity of such surviving or resulting entity;

(b) (i) the sale, lease, transfer, exclusive license, or other disposition, in a single transaction or series of related transactions, by the Company or any Company Subsidiary of all or substantially all the assets of the Company and its Subsidiaries taken as a whole (including, without limitation, the cannabis business licenses of the Company and the Company Subsidiaries), or (ii) the sale or disposition (whether by merger, consolidation, or otherwise, and whether in a single transaction or a series of related transactions) of one or more Company Subsidiaries if substantially all of the assets or business of the Company and the Company Subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license, or other disposition is to a wholly owned Subsidiary of the Company; or

(c) a transaction or series of transactions that otherwise results in a Change of Control.

“Deemed Liquidation Event Proceeds” means the proceeds of the Company from a Deemed Liquidation Event, reduced by: (a) all expenses associated with such transaction (including investment banking fees, attorneys fees, and other professional advisor fees); (b) all payments of principal, interest, and other charges in respect of any indebtedness refinanced and any other indebtedness discharged with such proceeds (including with respect to any Members loans); and (c) all reasonable reserves required by the Company as reasonably determined by the Manager with respect to such Deemed Liquidation Event or to wind-up the Company.

“Default Purchase Selling Member” means a Selling Member that elects to purchase its pro rata portion of the defaulting Purchasing Member’s Membership Interest pursuant to Section 8.03(e)(ii).

“Default Non-Purchasing Selling Member” means a Selling Member that elects or is deemed to have elected not to purchase its pro rata portion of the defaulting Purchasing Member’s Membership Interests pursuant to Section 8.03(e)(ii).

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

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

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

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

“Forfeiture Allocations” has the meaning set forth in Section 5.02(f).

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

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

“Indemnifying Member” has the meaning set forth in Section 10.01(g).

“Initial Member” means any of Stephen Schneider, Nicole Schneider, or Tye Thaden, and any entity that is a Transferee of Stephen Schneider, Nicole Schneider, or Tye Thaden, so long as such Transferee entity remains controlled by any of Stephen Schneider, Nicole Schneider, or Tye Thaden.

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

“Liquidator” has the meaning set forth in Section 11.03(a).

“Losses” has the meaning set forth in Section 12.03(a).

“Majority-in-Interest of Members” means, at any time, the Members whose Membership Interests collectively exceeds fifty percent (50%) of the total issued and outstanding Units of the Company at such time, without regard to Restricted Common Units.

“Manager” has the meaning set forth in Section 7.01.

“Material Subsidiary” means any Company Subsidiary or combination of Company Subsidiaries making up materially all of the business of the Company.

“Member” means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof; and (b) each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement in each case so long as such Person is shown on the Company’s books and records as the owner of one (1) or more Units. The Members shall constitute the “members” of the Company.

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

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

“Member Nonrecourse Deduction” means “partner nonrecourse deduction” as defined in Treasury Regulations § 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

“Members Schedule” has the meaning set forth in Section 2.01.

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

“Misallocated Item” has the meaning set forth in Section 5.05.

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

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

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

(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by

reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

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

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

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

“New Interests” has the meaning set forth in Section 2.04.

“Nonrecourse Liability” has the meaning set forth in Treasury Regulations § 1.704-2(b)(3).

“Officers” has the meaning set forth in Section 7.04.

“Partnership Tax Audit Rules” means Code §§ 6221 through 6241, as amended by the Bipartisan Budget Act of 2015, together with any guidance issued thereunder (including Treasury Regulations promulgated pursuant thereto) or successor provisions and any similar provision of state or local tax laws.

“Payoff Note” has the meaning set forth in Section 8.05(b).

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

“Purchasing Member” has the meaning set forth in Section 8.03(c)(ii).

“Selling Member” has the meaning set forth in Section 8.03(c)(i).

“Regulatory Allocations” has the meaning set forth in Section 5.02(e).

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

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

“Restricted Common Unit” has the meaning set forth in Section 2.03(b).

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

“Service Provider” has the meaning set forth in Section 2.03(a).

“Subscription Agreements” means, collectively, those certain Subscription Agreements, by and between the Company and the respective Member named therein, pursuant to which the named Member has acquired that number of Common Units set forth opposite such Member’s name on the Members Schedule.

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

“Supermajority-in-Interest of Members” means, at any time, the Members whose Membership Interests collectively exceeds sixty-six percent (66%) of the total issued and outstanding Membership Interests of the Company at such time.

“Target Capital Account” means the balance in the Capital Account maintained for each Member as of the end of each Fiscal Year, increased by any amount that such Member is obligated to restore under this Agreement, is treated as obligated to restore under Treasury Regulations § 1.704-1(b)(2)(ii)(c), or is deemed obligated to restore under the penultimate sentences of Treasury Regulations §§ 1.704-2(g)(1) and (i)(5).

“Tax Advance” has the meaning set forth in Section 6.03.

“Tax Representative” has the meaning set forth in Section 10.01(a).

“Third Party Purchaser” means any Person who, immediately prior to the contemplated transaction, does not directly or indirectly own or have the right to acquire any outstanding Units.

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

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

“Unallocated Item” has the meaning set forth in Section 5.05.

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

class or series of Unit shall be determined in accordance with such privileges, preference, duties, liabilities, obligations, and rights.

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

“Unreturned Capital Balance” means, as to any Member, such Member’s Capital Contribution minus aggregate Distributions made pursuant to this Agreement.



William Francis Galvin
Secretary of the
Commonwealth

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

June 22, 2020

TO WHOM IT MAY CONCERN:

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

LEGACY FOUNDATION GROUP, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 27, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **TYE THADEN**

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

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

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



Processed By:NGM



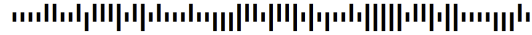
Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1275694656
Notice Date: September 11, 2020
Case ID: 0-000-906-200



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NICOLE SCHNEIDER
LEGACY FOUNDATION GROUP, LLC
41 FREMONT ST
WORCESTER MA 01603-2397

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

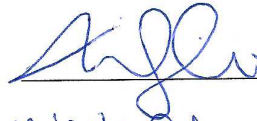
Edward W. Coyle, Jr., Chief
Collections Bureau

Legacy Foundation Group, LLC

Attestation Regarding Department of Unemployment Assistance, 935 CMR 500.101(1)(c)(4)

I, the below indicated authorized representative of Legacy Foundation Group, LLC, attest that it has not hired employees and cannot register with the Department of Unemployment Assistance until hiring employees.

Signature: _____



Name/Title: _____

Nicole Schneider, Member

Date: _____

11/23/2020

Business Plan

Executive Summary

Legacy Foundation Group, LLC is a startup analytical testing laboratory for adult-use and medical marijuana testing in Massachusetts. The Founders of Legacy Foundation Group started this endeavor to provide quality testing of marijuana products and increase consumer access to safe marijuana and marijuana products.

Organized as a limited liability company in the Commonwealth of Massachusetts, Legacy is owned and funded by three founding partners:

Nicole Schneider, Esq. – Nicole is a Massachusetts attorney practicing real estate and cannabis law. She earned her J.D. from Suffolk University Law School and her B.A. in English and Sociology from the University of Colorado at Boulder.

Tye Thaden – Tye earned a B.A. in Molecular, Cellular and Developmental Biology from the University of Colorado at Boulder, where he worked with varying biological lab techniques and co-authored a peer-reviewed publication. Tye is also a real estate salespersons with experience in business management and affordable housing compliance.

Stephen Schneider – Stephen is a retired Navy veteran, real estate investor and Worcester business owner who started his business Norfolk, LLC operating affordable housing in Worcester over 30 years ago. His business remains headquartered in Worcester and operates affordable housing in four states.

Our company will serve marijuana cultivators, marijuana product manufacturers, state regulators, and consumers. All marijuana products must be safe and compliant with minimum standards. Concerns around product safety include testing of potency, pesticide content, heavy metals, mold, etc., and Independent Testing Labs further the Commonwealth's interests by ensuring all marijuana products, whether flower, distillates, concentrates, and the like, are compliant with minimum testing. With lab testing at such a high demand in Massachusetts due to limited availability of services in comparison to marijuana production, coupled with the means and financial resources Legacy Foundation Group has to obtain a final license and begin operating, it is an imperative time to serve the industry.

Mission Statement

Legacy Foundation Group intends to provide quality testing services in accordance with the highest industry standards. Our company remains committed to playing an integral role in the Massachusetts marijuana industry by engraining its core values of ethics, integrity, and accountability into all of its business practices.

Competitive Advantages

To achieve and maintain the high standards to which our team has committed, Legacy Foundation Group is comprised of a team that holds professional experience in varying disciplines. It is understood that the success of this company hinges on its ability to use its resources appropriately, which is why key management team members will include not only experienced industry scientists, but also legal and business management experts.

Legacy has secured an approved location in Worcester that is well-situated for a thriving, robust marijuana business. Legacy identified a mostly vacant industrial building located in Worcester. With the dire need for cannabis testing, a building that serves an Independent Testing Laboratory well and is properly zoned by the City of Worcester to house an Independent Testing Laboratory, the co-founders partnered to open an Independent Testing Laboratory on Fremont Street. Legacy looks forward to ending the testing crisis and maintaining a strong business presence in Worcester, Massachusetts. It also holds a key advantage of accessibility to its clients as many cultivation and product manufacturing business are situated in and around Worcester and central Massachusetts.

Market Analysis

There are few other testing labs within the state, however, the amount of cultivation and manufacturing facilities vastly outnumbers the pace and ability of these operational testing labs. It appears the weakest point in the Massachusetts marijuana industry with respect to laboratory testing is both accessibility of testing services and testing turnaround time. With minimal operational labs in the Commonwealth and others attempting to penetrate the industry, testing services are severely backed up, leaving a crisis which will only worsen as time passes. As cultivators and product manufacturers continue to produce, more business become licensed and production will increase, further perpetuating the discrepancy in expedient product testing. Legacy Foundation Group moves expeditiously to close that gap by comprehensively planning and positioning itself with all necessary resources at the time it applies for a state license from the Commission.

Services Offered

Legacy Foundation Group is dedicated to providing accurate test results to ensure the health and safety of medical and adult-use marijuana consumers. Laboratory conditions will comply with the provisions of 935 CMR 500.105(3) and (11) and as applicable to an Independent Testing Laboratory, and all marijuana will be tagged and tracked in the seed-to-sale tracking software approved by the Commission.

Orders will be placed through a secure portal for a range of testing services, including complete compliance packaging along with a-la-carte testing services for more particularized results for businesses who need it.

Per 935 CMR 500.160, all testing procedures will be compliant with the protocols established in

accordance with MGL c. 94G § 15, and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products. Testing of environmental media shall be in compliance with the protocol for sampling and analysis of environmental media for Massachusetts registered marijuana dispensaries. Per 935 CMR 500.160 (2), Legacy Foundation Group will test marijuana and marijuana products for applicable state limits, including cannabinoid profiles and any contaminants, namely: mold, mildew, heavy metals (clones excluded), plant growth regulators, and pesticides, or as the Commission may require.

Data reports shall contain basic descriptive information about the laboratory, about the marijuana establishment from which the sample originated, sample identification including batch ID, sample picture/properties, production stage, test types, narrative, authorization and approval, and final analytical results for each test.

Funding

In order to successfully obtain a Final License from the Cannabis Control Commission, Legacy Foundation Group will self-fund the startup capital necessary to launch a successful Independent Testing Laboratory.

Projections

Legacy Foundation Group projects sales over \$1 million dollars in the first year with a growth rate of 20% every year in the first five years of operation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amplified Insurance Partners 30 Southwest Park Westwood MA 02090	CONTACT NAME: Madison Waldo PHONE (A/C, No, Ext): (617) 614-1265 FAX (A/C, No): (617) 965-1843 E-MAIL ADDRESS: mwaldo@amplifiedinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: James River Insurance Company INSURER B: Topa Insurance Company INSURER C: Hudson Excess Insurance Company INSURER D: Benchmark Insurance Company INSURER E: INSURER F:
INSURED Legacy Foundation LLC 41 Fremont Street Worcester, MA 01603	NAIC #

COVERAGES**CERTIFICATE NUMBER:** CL2282932755**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			00134126-0	08/08/2022	08/08/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	WCB227289-00	08/23/2022	08/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
B	Property			CNMP00000134-01	08/11/2022	08/08/2023	Business Personal Prop \$2,000,000 Business Income&EE \$100,000 Goods in Process \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

C) Employment Practices Liability|Policy #CNMP00000134-01|Effective Dates 08/23/2022-08/23/2023|Limits \$1,000,000 aggregate for all Loss|\$1,000,000 Maximum aggregate|\$35,000 Retention each Employment Practices Claim|Third Party Claim Sub-limit of Liability \$1,000,000|\$35,000 Retention|Prior or Pending Date 08/23/2022
A) Professional Liability|Effective Dates 08/08/2022-08/23/2023|Professional Liability Agg \$1,000,000
Professional Liability Occ \$1,000,000
Deductible - PL \$5,000 Per Claim

CERTIFICATE HOLDER**CANCELLATION**Legacy Foundation Group, LLC
41 Fremont Street

Worcester

MA 01603

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Maintenance of Financial Records

Legacy Foundation Group will document and store all financial records, including: (1) business assets and liabilities; (2) monetary transactions; (3) books of accounts (journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records, including the quantity, form, and cost of testing services; and (5) employee compensation information, including salary and wages, or stipend, executive compensation, bonus, benefit, or any item of value paid to any persons having direct or indirect control over the marijuana establishment. All financial records will be kept according to generally accepted accounting principles and in accordance with applicable laws and regulations.

Staff Qualifications and Training

Qualifications

Legacy Foundation Group is dedicated to creating a strong team environment. Staff members must:

- Be qualified to perform procedures in accordance with the lab standard operating procedures, project-specific requirements, and policies set forth by the laboratory management;
- Understand and implement the quality assurance and quality control requirements that pertain to their organizational/technical function;
- Have a combination of experience, education, and training to demonstrate adequately a specific knowledge and understanding of his/her individual responsibilities and a general knowledge of laboratory operations, test methods, quality assurance/quality control procedures, and records management.

Training

Responsible Vendor Training

Each team member will be educated and trained on the regulatory requirements for operation of an independent testing laboratory, which training shall also include laboratory safety standards and security policies. All owners, managers and employees that are involved in the handling and sale of marijuana shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.” Once designated a “responsible vendor,” all new Legacy Foundation Group employees involved in the handling and sale of marijuana shall successfully complete a responsible vendor program within 90 days of hire. After successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.” All agents responsible for tracking and entering product into the Seed-to-Sale tracking will receive at least 8 hours of training annually in the form and manner determined by the Commission.

Duties of Management in Training Technical Staff

- Authorize specific, competent personnel to perform particular types of sampling, testing, and/or equipment calibration, issue test reports, review, and interpret data, to operate particular types of equipment, and review and approve client reports;
- Maintain records of the relevant authorization(s), competence, educational and professional qualifications, training, skills, and experience of all technical personnel;
- Document ongoing training of each candidate;
- Implement sufficient training programs that define clearly when an analyst is able to independently perform analyses and report data and keep a clear record of the completion of initial training and approval to work independently in the area of training;

- Certify analyst training with certifications that he/she has read and understands the most recent version of the test method (the approved method or standard operating procedure) and associated supporting procedural and guidance documents.

Management

Technical Manager/Lab Director

The technical lab manager will have the ultimate responsibility over all decisions in the laboratory pertaining to technical issues, such as method development, staff technical training, stop and start work authorization, equipment maintenance and monitoring and evaluation of client requests pertaining to laboratory technical capabilities. In order to adequately perform such functions, this person must have appropriate education and experience.

This person is also responsible for: defining minimal qualifications of lab personnel and assuring that lab personnel have appropriate education, training, technical knowledge, and experience to perform their assigned functions; that lab facilities are safe and well-maintained for successful conduct of analysis; ensuring thorough and accurate documentation of all analytical and operational activities of the laboratory; and safety training and maintenance of safety records.

Quality Officer

A staff member at management level will perform as the Quality Officer and will have duties separate from any production activities that may apply undue pressures to the decisions regarding compliance and data quality. In decisions where production and quality are in conflict, this person shall have authority. However, should one person hold both technical manager and quality officer authorities and responsibilities, standard procedures will clearly identify which position holds ultimate responsibility and authority for decisions that relate to quality, technical, operational concerns. This person will have direct access to the highest level of management.

Organizational Overview

<u>Executive Team</u>	Handles all high-level business matters including review of all reports provided by compliance/quality manager and lab director.
<u>Lab Director</u>	Oversees instrumentation, reporting of results, compliance implementation, and manages high level lab emergencies.
<u>Quality Officer</u>	Responsible for technical, quality, and operational concerns.

Administrator Oversees day to day operations within the lab, lab tech management, inventory management, employee shift management, and manages lower level lab emergencies.

Sales Representative Responsible for bringing in new clients as well as maintaining relationships with pre-existing clients and lead generation.

Compliance Officer Oversees business operations and records to ensure compliance with all applicable regulations.

Scientists Responsible for sample collection and preparation, loading samples into appropriate instruments, maintaining basic instrument upkeep, logging data, and basic lab maintenance.

Bookkeeper Tracks and log the company's revenue and expenses, prepares monthly financials.

Energy Compliance Plan

In accordance with 935 CMR 500.101(1)(c)10. and 500.105(15), or 935 CMR 501.101(1)(c)10. and 501.105(15), consideration will be taken in regards to optimizing energy efficiency and conservation during the architectural review process and throughout the operational life of laboratory. The laboratory will engage in the following energy efficient and energy reducing opportunities.

Identification and Implementation of Potential Energy-Use Reduction Opportunities

- Heightened focus on lab instrumentation as these units are the driving forces of energy consumption in the lab
- Use of newest technology in regards to testing and lab instrumentation and equipment
- Natural lighting opportunities are significant given the vast open window space on premises
- HVAC and heat recovery systems are integral to reducing energy waste; lab equipment produces ample heat in operations process, systems should maximize recyclability of inadvertent heat
- Energy efficient gas generators for lab equipment can be used as opposed to constant delivery of gases.
- The facility will also use an Uninterrupted Power Supply (UPS) for the lab equipment to avoid major spikes in power in certain situations.

Ongoing Monitoring of Energy Consumption Systems

- Lab management will observe energy systems and usage through comprehensive review of utility bills and reporting through energy supply vendors
- Procedures will call for frequent review of current and new Mass Save programs and incentive opportunities
- Participate with Mass Save programs and vendors for assistance with energy systems review process and targeting of necessary operational adjustments based on energy-usage data

Opportunities for Renewable Energy Generation

- Solar Panels are the most realistic option for renewable energy generation at the facility, based on building structure and operational needs; however, building restrictions and budgetary limits make solar panel installation a less feasible option for the foreseeable future.
- As new energy savings opportunities are evaluated with facility upgrades, renovations, or expansions, opportunities for solar panels will be reevaluated.

Strategies to Reduce Electric Demand

- Lighting in the non-regular rooms will be on a motion-activated sensor as a supplement natural lighting. Running laboratory tests on a strict schedule will help normalize active load of energy use and thus help to reduce electric demand.
- Much of the lab equipment gives off ample heat energy and a heat recovery ventilation system will aid in stabilizing the working/testing temperature in the room, in turn reducing electric demand for the HVAC system within the lab.

Engagement with Energy Efficiency Programs

- A Mass Save audit report will be provided to demonstrate engagement with Mass Save affiliated partners.

Separating Recreational from Medical operations

All marijuana that enters the lab will be tested in compliance with protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products. All marijuana products that enter the lab will be entered into the lab information management system; sample identification will designate whether the marijuana is for medical or adult-use. This designation will then be incorporated into the bar code for the sample and the designation will follow the sample throughout the testing process all the way until the products is destroyed/rendered unusable.

Restricting Access to Age 21 or Older

Access to the premises shall be limited to authorized personnel and in no case shall an individual be granted entry that is not at least 21 years of age. All employees and outside contractors, vendors, and visitors shall visibly display a valid identification badge at all times while at the facility or transporting marijuana. Outside contractors, vendors, and visitors shall have a visitor identification badge prior to entering any limited access area and badges shall be visibly displayed at all times in any limited access area. Visitors will be required return visitor badges on exit. Administrative personnel shall diligently record all entries and exits to and from the facility, which information shall be made available for inspection by the Commission upon request.

Recordkeeping

Overview

Legacy Foundation Group will maintain its records securely and make them available for inspection by the Commission upon request, per 935 CMR 500.105(9). Such records include, but are not limited to:

- 1) financial records maintained in accordance with generally accepted accounting principles;
- 2) written operating procedures as required by 935 CMR 500.105(1);
- 3) inventory records;
- 4) seed-to-sale tracking records,
- 5) personnel records with background checks (per M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00);
- 6) a staffing plan demonstrating accessible business hours and safe laboratory practices;
- 7) personnel policies and procedures;
- 8) business records; and
- 9) waste disposal records.

Personnel Files

In addition to any employment records Legacy Foundation Group is required to be maintained by law, Legacy Foundation Group will maintain individual personnel files in accordance with 935 CMR 500.109(9)(d) until at least 12 months after termination of the individual's affiliation with Legacy Foundation Group. Each personnel file will contain (1) descriptions for each employee and volunteer position with corresponding organizational charts consistent with the job descriptions; (2) the individual job description or employment contract that includes duties, authority, responsibilities, qualification, and supervision; (3) all information submitted to the Commission (935 CMR 500.030(2)); (4) employee contact and emergency contact information; (5) documentation of verification of letters of reference, if any; (6) documentation of all required training (including training regarding privacy and confidentiality requirements), and the signed statement of the individual indicating the time, date, and place he or she received said training and the topics discussed, including the name and title of presenters; (7) any records of periodic performance reviews; (8) any employee disciplinary action taken, and (9) records of completed trainings or certifications (responsible vendor and 8-hour related duty training) which will include the date, time, place, topics, and name and title of the presenters of the required employee training. Records of Agent Training will be kept for a minimum of 4 years and shall be made available for inspection by the commission or other applicable licensing authority upon request during normal business hours. All personnel documents containing sensitive or secure information will be maintained in locked files or password-protected electronic equivalents, segregated from the company's general business records, and kept in a way that limits access to those only with a need to know.

Business and Financial Records

Legacy Foundation Group will preserve certain business records per 935 CMR 500.105(9)(e), including, at minimum, the following: (1) business assets and liabilities; (2) monetary transactions; (3) books of accounts (journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records, including the quantity, form, and cost of testing services; (5) waste disposal records, and (6) employee compensation information, including salary and wages, or stipend, executive compensation, bonus, benefit, or any item of value paid to any persons having direct or indirect control over the marijuana establishment.

The in-house accountant will oversee all financial obligations and recordkeeping including, but not limited to, sales, checks, invoices, salary and wages. The Manager will oversee lab-specific documentation practices including data records, waste disposal records, etc.

Laboratory Data

All scientific data, instrument output (inclusive of electronic media), logbooks, electronic logs, reports, hardcopy and electronic copy of all data packages delivered, and applicable peripheral documentation are to be categorized and inventoried and stored for 5 years or as the Commission otherwise requires. Documentation of on-site waste storage and disposal will be stored for a minimum of 3 years, and all waste disposal reports will include the minimum following information required by 935 CMR 500.105(12): (1) how the solid waste or organic material was ground up, mixed, stored, and removed from the Lab; (2) date of the transaction; (3) type disposed of or handled; (4) quantity disposed of or handled; (5) manner of disposal or other handling; (6) location of disposal or other handling; (7) names of the two Marijuana Establishment Agents present during the disposal or other handling; and (8) signatures of the two Marijuana Establishment Agents present during the disposal or other handling.

Quality Control and Testing of Marijuana Product

Overview

Legacy Foundation Group is dedicated to providing accurate test results to ensure the health and safety of medical and adult-use marijuana consumers. Laboratory conditions will comply with the provisions of 935 CMR 500.105(3) and (11) and as applicable to an Independent Testing Laboratory, and all marijuana will be tagged and tracked in the seed-to-sale tracking software approved by the Commission.

Per 935 CMR 500.160, all testing procedures will be compliant with the protocols established in accordance with MGL c. 94G § 15, and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products. Testing of environmental media shall be in compliance with the protocol for sampling and analysis of environmental media for Massachusetts registered marijuana dispensaries. Per 935 CMR 500.160 (2), Legacy Foundation Group will test marijuana and marijuana products for applicable state limits, including cannabinoid profiles and any contaminants, namely: mold, mildew, heavy metals (clones excluded), plant growth regulators, and pesticides, or as the Commission may require. No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory.

Testing Process

After the marijuana samples are delivered to the laboratory and payment is received from client for samples to be analyzed, the samples will be collected, tagged and entered into the Laboratory Information Management System (LIMS). The samples will then be prepared for analysis, loaded into appropriate instrumentation from which the data will be collected and automatically logged into the LIMS. After the data is reviewed by the Lab Director, he or she will sign off on a Certification of Analysis (COA), which is then submitted to client (and/or the Commission, if applicable). Remnants of samples will then be destroyed per 935 CMR 500.105(12).

To remain compliant with 935 CMR 500.160(12), tested product that produced an initial failed result shall not be retested by Legacy Foundation Group if retesting is sought prior to remediation; rather, if Legacy Foundation Group is the initial Independent Testing Laboratory where the product produced a failed result, Legacy Foundation Group will only retest the product after receipt of documented remediation.

Where contaminants levels are above acceptable limits as established in the protocols, the Lab Director will be promptly notified of the failed report. If the Director reviews the failed report and determines that the contamination cannot be remediated and thus that the product batch shall be disposed of, the Director shall notify both the responsible marijuana establishment and the Commission of its findings, each of which shall be independent of the notification served upon the other. The Commission shall be notified within 72 hours of any laboratory testing results indicating

contamination if contamination cannot be remediated and disposal of the production batch is necessary. The results of all testing shall be maintained by Legacy Foundation Group and valid for a minimum of one (1) year.

Sanitization Practices

- All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including: maintaining adequate personal cleanliness and washing hands appropriately.
- Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- Water supply shall be sufficient for necessary operations.
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- Employees shall have adequate, readily accessible toilet facilities.
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

Operating Procedures

To ensure data quality and integrity, written Standard Operating Procedures (SOPs) will be approved by lab management and QA/QC compliance management. Relevant SOPs and other supplemental documents (i.e. published text books, analytical methods, articles and manuals) will be available to scientists. Changes to the SOPs will be reviewed and approved by the lab and QA/QC management as needed. Standard Operating Procedures will target every activity performed during standard laboratory operation; examples of different testing methods and lab operations are as follows:

Tests and Reference Items

- Receipt, identification, labelling, handling, sampling and storage.

Apparatus, Materials and Reagents

- Apparatus
 - Use, maintenance, cleaning and calibration

- Computerized Systems
 - Validation, operation, maintenance, security, change control and back-up
- Materials, Reagents, and Solutions
 - Preparation and Labeling

Record Keeping, Reporting, Storage, and Retrieval

- Coding of studies, data collection, preparation of reports, indexing systems, handling of data, including the use of computerized systems.

Test System (where appropriate)

- Room preparation and environmental room conditions for the test system.
- Procedures for receipt, transfer, proper placement, characterization, identification and care of the test system.
- Test system preparation, observations and examinations, before, during and at the conclusion of the study.
- Handling of test system individuals found moribund or dead during the study.
- Collection, identification and handling of specimens including necropsy and histopathology.
- Siting and placement of test systems in test plots.

Quality Assurance

- Operation of Quality Assurance personnel in planning, scheduling, performing, documenting and reporting inspections.

All laboratory records are to be maintained in an organized manner. Logbooks themselves are to be uniquely identified and included in the laboratory document control system. Corrections to hardcopy records are to be made using a single strike-through and are to be initialed and dated by the individual making the correction. All corrections/changes/updates made to records in the laboratory information management system (LIMS) are to include an appropriate comment and be traceable via audit trail. All data recorded in logbooks, notebooks, and LIMS shall undergo routine periodic documented supervisory review.

Summary of Quality Control Measures

Chain of Custody of Marijuana

- Accurate records will be kept so as to adequately trace sample possession and handling from the point of shipment to the lab, analysis, and disposal.
- Document date and time of sample receipt, sample identifier, individuals involved, method of custody (actual physical possession or constructive possession whereby sample is in close proximity and in clear view after possession), sample temperatures where applicable
- Document sample receipt issues and provide for appropriate action

Quality Control

Legacy will implement an approved procedure defining sample prep, warning limits, control limits, analysis frequency, acceptance criteria, and corrective actions for QC samples or for calibrations in the operating procedures for metals, cannabinoid profile, pesticides, residual solvents, mycotoxins, and microbiological methods.

Potential data integrity issues shall be handled as confidentially as possible until a follow-up evaluation and investigation has been completed and issues clarified. Data Integrity procedures will be reviewed periodically.

Corrective Actions

Procedures for determining the cause of issues requiring corrective action and the action to be taken will be clearly defined. Corrective action shall be taken for the following events:

- External audit findings (Client or regulatory);
- Internal audit findings;
- Management review findings;
- Recurring technical analysis departures such as calibration failures, qc failures, decreased instrument performance, and missed components in primary or secondary data review;
- Proficiency test failures;
- Client complaints pertaining to issues other than administrative or unavoidable circumstances;
- Recurring sample rejection due to laboratory container shipment errors;
- Records that cause breaks in traceability;
- Data recalls or amended reports;
- Failure to maintain schedules effectively for document review, internal audits, demonstrations of capability, or training.

Management Review

To ensure suitability and effectiveness, Management will review operations on an ongoing basis at least annually, which findings shall be properly recorded:

- The suitability of policies and procedures;
- Reports from managerial and supervisory personnel;
- The outcome of recent internal audits;
- Prior, ongoing and aging corrective and preventive actions;
- Effectiveness of previous corrective and preventive actions taken;
- Changes in external and internal conditions relevant to the quality management system;
- Assessments by external bodies;
- The results of inter-laboratory comparisons or proficiency tests;
- Changes in the volume and type of the work;
- Customer feedback;
- Complaints;
- Recommendations for improvement; and

- Other relevant factors, such as QC activities, resources, and staff training.

Test Reporting

Reports shall contain basic descriptive information about the laboratory, about the marijuana establishment from which the sample originated, sample identification including batch ID, sample picture/properties, production stage, test types, narrative, authorization and approval, and final analytical results for each test.

Personnel Policies

Overview

Legacy Foundation Group will set reasonable, definable employment standards and provide employees with the resources needed for success. In an effort to promote a safe, healthy, and productive work environment Legacy Foundation Group will implement the following personnel policies:

- 1) Alcohol, smoke, and drug-free workplace Policy
- 2) Security, Personal Safety and Crime Prevention Policy
- 3) Dismissal Policy
- 4) Data Integrity Policy
- 5) Confidential Information/Written Information Security Policy

Staffing Plan

It is imperative that the laboratory is staffed with all necessary trained and competent personnel at all levels for purposes of maintaining workplace safety; quality assured analytical processes; timely and effective service delivery; compliance with statutory, regulatory, quality and audit standards; risk management; professional development; and ongoing staff training. In developing its staffing plan, Legacy considers the relative resources, inputs, outcomes, and resource consumption of the required workload, along with the risks of operating without adequate staff and key factors such as training, management/oversight, quality, and compliance. Without appropriate staffing measures, minimum operational demands may not be met.

To meet these objectives and operate proficiently, it is necessary that the lab is staffed both with supervisory personnel (which may be a member of high-level management and/or a technical lab manager) and the sufficient technical staff members who are capable of meeting the analytical testing input and output. Importantly, non-scientific technical, administrative, and managerial personnel are crucial to ensuring minimum workload demands are met in a safe, compliant, and effective manner. For these reasons it is of the utmost importance that the staffing plan sufficiently balances the number of supervisory staff who is capable of providing professional direction, training, and advice with the staff needed to meet testing demands and ultimately prevent testing backlogs. Executive management will evaluate and update the staffing plan on an ongoing basis to best reflect organizational needs of the company.

Recruitment and Hiring

In Phase 1, hiring efforts will be focused on high-level laboratory management, technical scientists, and administrative personnel. Ongoing recruitment efforts will be continuous until executive management is prepared for a second round of hiring. In phase 2, hiring efforts will focus on staff growth and development: increasing the number of technical staff and creating opportunities for existing employees to step into supervisory positions.

Hours of operation

Monday	8:00am – 5:00pm
Tuesday	8:00am – 5:00pm
Wednesday	8:00am – 5:00pm
Thursday	8:00am – 5:00pm
Friday	8:00am – 5:00pm
Saturday	8:00am – 5:00pm
Sunday	Closed

Background Checks

To qualify as a Laboratory Agent, each employee or volunteer must (a) be 21 years of age or older; (b) have not been convicted of any felony drug offense in the Commonwealth or a like violation of the laws of an Other Jurisdiction; (c) have not been convicted of any offense involving the distribution of controlled substances to a minor or a like violation of the laws of an Other Jurisdiction; and (d) be determined to be suitable for registration consistent with the provisions of 935 CMR 500.800, 935 CMR 500.801 or 935 CMR 500.803.

In addition, all personnel will be required to pass a CORI report and all other relevant background check that may be required by the Commission for employment and registration as Laboratory Agents with the Commission. Laboratory Agents with direct or indirect financial interests in other marijuana license types shall not be employed. To the extent a Laboratory Agent is employed by businesses with marijuana licenses other than Independent Testing Laboratories, such employee shall not be eligible for employment by the Independent Testing Laboratory so long as it is simultaneously employed by any other marijuana establishment. Personnel will be required to provide relevant background check information to the laboratory within 30 days of submitting the Laboratory Agent registration with the Commission. Personnel will also be required to ensure all information is up to date on an ongoing basis.

1. All applicants must submit the following background check information, which will then be verified by the Commission in the Laboratory Agent registration process.
2. The full name, date of birth, and address of the individual;
3. All aliases used previously or currently in use by the individual, including maiden name, if any;
4. written acknowledgment by the individual of the limitations on his or her authorization to possess, transport, and Process Marijuana for testing purposes in the Commonwealth;
5. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
6. an attestation signed by the applicant that the applicant will not engage in the diversion of Marijuana and Marijuana Products;
7. Written acknowledgment signed by the applicant of any limitations on his or her authorization to possess, test or transport Marijuana Products in the Commonwealth;
8. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission; and
9. Background information including, as applicable:

- a) a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
- b) a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices;
- c) a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by Other Jurisdictions;
- d) a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by an Other Jurisdiction, with regard to any professional license or registration held by the applicant;
- e) a nonrefundable application fee paid by the Independent Testing Laboratory with which the Independent Testing Laboratory Agent will be associated; and
- f) any other information required by the Commission.

Dismissal Policy

Per 935 CMR 500.105(m), any registered agent who is found to have engaged in unsafe practices, diverted marijuana, or been convicted of a Felony drug offense or for distribution of drugs to a minor shall be immediately terminated from all contractual engagement with Legacy Foundation Group and forced to surrender their Laboratory Agent registration card; in such a case, Legacy Foundation Group will promptly report to Law Enforcement Agencies, if applicable, and notify the Commission within twenty-four (24) hours of the dismissal of any laboratory agent. Legacy Foundation Group will also promptly notify all relevant employees of the agent's termination. In any case regarding the termination of a laboratory agent, Legacy Foundation Group will maintain personnel files for at least 12 months after termination of the individual's affiliation.

Data Integrity Policy

As a means of preserving integrity in all data reporting, personnel shall be expected to operate under heightened standards. Legacy intends to enforce these standards using clear operating procedures that conform to the following principles.

Personnel shall only report results or data that match the actual results observed or measured. Recording of dates, times, and initials on data shall accurately reflect who and when the procedure was performed. Data shall not be intentionally falsified or modified, unless the modification is technically justified through a measurable analytical process approved by the quality assurance officer. All such modifications shall be clearly documented.

Personnel shall not destroy, or overwrite records of analyses or original observations. This includes, electronic files and instrument sequences, analytical reports, original recording of

observations, etc. Personnel shall not (1) intentionally make false statements to, or seek to otherwise deceive data users, agency representatives, or auditors; or (2) through intentional acts of omission, commission, erasure, or destruction improperly report measurements, standard results, data, test results, or analytical conclusions.

Personnel are required to understand, through training and review of quality systems documents, that any infractions of the laboratory data integrity procedures shall result in a detailed investigation that could lead to very serious consequences such as immediate termination, or civil/criminal prosecution.

Confidential Information Policy/Written Information Security Program (WISP)

Legacy shall develop a comprehensive, written information security program (“WISP”) applicable to all records containing personal information (“PI”).

“Personal information” means either a US resident's first and last name or first initial and last name in combination with any one or more of the following data elements, or any of the following data elements standing alone or in combination, if such data elements could be used to commit identity theft against the individual:

1. Social Security number;
2. Driver's license number, other government-issued identification number, including passport number, or tribal identification number;
3. Account number, or credit or debit card number, with or without any required security code, access code, personal identification number, or password that would permit access to the individual's financial account
4. Health insurance identification number, subscriber identification number, or other unique identifier used by a health insurer;
5. Biometric data collected from the individual and used to authenticate the individual during a transaction, such as an image of a fingerprint, retina, or iris; or
6. Email address with any required security code, access code, or password that would permit access to an individual's personal, medical, insurance, or financial account.

Personal information does not include lawfully obtained information that is available to the general public, including publicly available information from federal, state, or local government records.

The WISP shall include administrative, technical, and physical safeguards for PI protection. Minimum essential elements of the program are outlined as follows:

- One or more employees will be designated to maintain and supervise WISP implementation and performance.
- Identification of the paper, electronic and other records, computing systems, and storage media, including laptops and portable devices that contain personal information.
- Identification and evaluation of reasonably foreseeable internal and external risks to paper and electronic records containing PI.

- Evaluation of the effectiveness of current safeguards.
- Regular ongoing employee training, and procedures for monitoring employee compliance.
- Disciplinary measures for violators.
- Policies and procedures for when and how records containing PI should be kept, accessed or transported off the business premises.
- Policy providing for immediately blocking terminated employees, physical and electronic access to PI records (including deactivating their passwords and user names).
- If a third-party service provider is considered, whether reasonable steps to select and retain a third-party service provider that is capable of maintaining appropriate security measures consistent with 201 CMR 17.00 have been taken; whether such third-party service provider has been required by contract to implement and maintain such appropriate security measures.
- The amount of PI collected shall be limited to the amount reasonably necessary to accomplish legitimate business purposes, or to comply with state or federal regulations.
- The length of time that records containing PI are stored shall be limited to the time reasonably necessary to accomplish legitimate business purpose or to comply with state or federal regulations.
- Access to PI records is limited to those persons who have a need to know in connection with the legitimate business purpose, or in order to comply with state or federal regulations.
- The manner in which physical access to PI records is to be restricted is specified.
- Records and data containing PI are stored in locked facilities, storage areas or containers.
- Procedure for regular monitoring to ensure that the WISP is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of PI, and for upgrading it as necessary.
- Security measures shall be reviewed at least annually, or whenever there is a material change in business practices that may affect the security or integrity of PI records.
- Procedure for documenting any actions taken in connection with any breach of security and requiring post-incident review of events and actions taken to improve security.

Additional Requirements for Electronic Records

- Secure authentication protocols shall provide for:
 - o Control of user IDs and other identifiers.
 - o A reasonably secure method of assigning/selecting passwords, or for use of unique identifier technologies (such as biometrics or token devices).
 - o Control of data security passwords such that passwords are kept in a location and/or format that does not compromise the security of the data they protect.
 - o Restricting access to PI to active users and active user accounts.
 - o Blocking access after multiple unsuccessful attempts to gain access.
- Secure access control measures shall restrict access to PI records and files on a need-to-know basis.
- Unique identifications plus passwords (which are not vendor supplied default passwords) shall be supplied to each person with computer access and shall be reasonably designed to maintain the security of those access controls.

- To the extent technically feasible, all PI records and files that are transmitted across public networks and that are to be transmitted wirelessly shall be encrypted.
- To the extent technically feasible, all PI stored on laptops or other portable devices shall be encrypted.
- Monitoring shall be in place to alert the occurrence of unauthorized use of or access to PI.
- On any system that is connected to the Internet, reasonably up-to-date firewall protection shall be active for files containing PI and operating system security patches to maintain the integrity of the PI.
- Maintenance of reasonably up-to-date versions of system security agent software (including malware protection) and reasonably up-to-date security patches and virus definitions.
- Training for employees on the proper use of computer security systems and the importance of PI security.

Diversity Plan

Overview

Legacy Foundation Group, LLC (“Legacy Foundation Group”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People identifying as LGBTQ+.

To support such populations, Legacy Foundation Group has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Legacy Foundation Group’s operations.

Goals

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

The company will use best efforts to hire 50% women, 30% minorities, 5% veterans, 5% individuals with disabilities, and 5% individuals who identify as LGBTQ+.

Programs

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

- Work directly with the City’s Workforce Development Division and utilize specific programs sponsored by MassHire Central Region Workforce, including:
 - o At least twice annually, participate in job fairs and/or special recruiting events with a focus on attracting individuals falling into the above-listed demographics;
 - o Whenever an employment opportunity becomes available, post job advertisements and/or engage in candidate matching services tailored to individuals falling into the above-listed demographics.

Measurements

The compliance manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Legacy Foundation Group continues to meet its commitments. Such measurable outcomes, in accordance with Legacy Foundation Group’s goals and programs described above, include:

- The compliance manager shall maintain accurate and detailed record all hiring efforts including content, dates, frequency and location of all posted job advertisements.
- In an effort to determine the effectiveness of Legacy Foundation Group’s diversity plan after the issuance of a license, the compliance shall conduct annual reviews of the following items in order to measure the efficacy of the staffing plan and whether the hiring efforts met the stated Diversity Goal:

- Staff demographics, to date, including demographic data for previous or present applicants, interviewees and employees (confidential information shall be protected in accordance with applicable laws);
- The report shall also include corresponding dates of applicant review periods, and all hiring efforts used.
- If upon such review it is determined that Legacy Foundation Group has failed to meet its stated Diversity Goal, the compliance manager shall identify any procedural issues or limitations causing such failure, as well as any remedial measures that may be taken to better suit the operation of the business. Such findings will be reported directly to the appropriate team and the Diversity Plan will be amended as reasonably necessary.

Legacy Foundation Group will utilize the proposed measurements to account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The compliance manager will review and evaluate Legacy Foundation Group's measurable outcomes to ensure that Legacy Foundation Group is meeting its commitments. Legacy Foundation Group is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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