



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282203
Original Issued Date: 10/31/2023
Issued Date: 03/27/2025
Expiration Date: 03/27/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: OGeez Brands MA LLC

Phone Number: 917-886-0468
Email Address: bran@ogeezbrands.com

Business Address 1: 6 Charlesview Road
Business Address 2: Suite 1
Business City: Hopedale
Business State: MA
Business Zip Code: 01747
Mailing Address 1: 55 Linden St
Mailing Address 2:
Mailing City: Douglas
Mailing State: MA
Mailing Zip Code: 01516

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: 13.7
Percentage Of Control: 54.6
Role: Executive / Officer
Other Role:

First Name: Bran Last Name: Noonan Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10 Percentage Of Control: 10
Role: Owner / Partner Other Role:
First Name: David Last Name: Dennis Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 12.43 Percentage Of Control: 12.43
Role: Owner / Partner Other Role:
First Name: Michael Last Name: Crawford Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 4.8 Percentage Of Control: 4.8
Role: Owner / Partner Other Role:
First Name: Jacy Last Name: Bolin Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 78.1 Percentage of Ownership: 78.1
Entity Legal Name: MDM Prime LLC Entity DBA: DBA
City:
Entity Description: Arizona-based cannabis edibles company that manufactures OGeez Gummies in that state and controls expansion via investment and intellectual property
Foreign Subsidiary Narrative:
Entity Phone: Entity Email: Entity Website: <http://www.ogeezbrands.com>
Entity Address 1: Entity Address 2:
Entity City: Entity State: Entity Zip Code:
Entity Mailing Address 1: Entity Mailing Address 2:
Entity Mailing City: Entity Mailing State: Entity Mailing Zip Code:
Relationship Description: MDM Prime is the majority investor in OGeez Brands MA, providing capital, intellectual property, and operational support. MDM Prime will provide some corporate shared services (accounting, IT, legal services, brand marketing), and will oversee strategic direction of OGeez Brands MA through two of its executives:
-Bran Noonan, CEO

-Erik Diehn, COO

MDM Prime and its executives will have high-level control over budgeting, major capital expenses, branding, and significant hiring decisions.

Additionally, one of the investors in MDM Prime, Michael Crawford, is separately an investor in OGeez Brands MA.

Entity with Direct or Indirect Authority 2

Percentage of Control: 11.9	Percentage of Ownership: 11.9		
Entity Legal Name: JMT Prime MA LLC	Entity DBA:		DBA City:
Entity Description: Holding company for investors in OGeez Brands MA LLC			
Foreign Subsidiary Narrative:			
Entity Phone:	Entity Email:	Entity Website:	
Entity Address 1:		Entity Address 2:	
Entity City:	Entity State:	Entity Zip Code:	
Entity Mailing Address 1:		Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:	

Relationship Description: JMT Prime is an LLC formed to hold the interests of two investors in OGeez Brands MA LLC. As an entity, it is a minority investor in the business but will provide input into high-level strategic direction, budgeting and key hires.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Erik	Last Name: Diehn	Suffix:
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Describe the nature of the relationship this person has with the Marijuana Establishment: Erik Diehn is the COO of MDM Prime LLC, the parent company / primary investor of OGeez Brands MA LLC. He has broad executive responsibility for MDM and will have some oversight of OGeez Brands MA. Erik Diehn is also on the board of directors of OGeez! Inc., which is the parent company that owns MDM Prime, LLC.

NOTE REGARDING OWNERSHIP OF ERIK DIEHN, COO:

Your RFI 1 dated Nov 17, 2022 reads: "Note: Please note, there are no Percentages of Ownership or Control listed for Erik Diehn. Please correct." Erik Diehn does not own any equity in OGeez Brands MA LLC directly, nor indirectly via the parent / investor entity MDM Prime LLC. However, as an officer (COO) of OGeez Brands MA LLC's parent company / primary investor (MDM Prime LLC), he is in a position of significant decision making, and we believe he qualified as a "Person Having Indirect Control." As such, we felt it best to include him in the list of individuals having direct or indirect control, despite his not owning equity.

Based on your RFI, and because he owns 0% of the company, we are removing him from the Persons Having Direct or Indirect Control and adding him here as a Close Associate. Please let us know if that was not the right way to handle his involvement.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: MDM Prime LLC	Entity DBA:
Email: bran@ogeezbrands.com	Phone: 917-886-0468
Address 1: 2015 N Forbes Blvd	Address 2: Suite 110
City: Tucson	State: AZ
	Zip Code: 85745

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$1000000 Percentage of Initial Capital: 81

Capital Attestation: Yes

Entity Contributing Capital 2

Entity Legal Name: JMT Prime MA LLC Entity DBA:
Email: michael@crawfordazlaw.com Phone: 520-548-5999
Address 1: 1900 N Fremont Ave Address 2:
City: Tucson State: AZ Zip Code: 85719
Types of Capital: Monetary/ Equity, Other Other Type of Capital: Payments made to landlord directly on behalf of OGeez Brands MA LLC, plus initial deposit to LLC bank account (see Needham Bank statement) Total Value of Capital Provided: \$235000 Percentage of Initial Capital: 19

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Owner Last Name: Owner Suffix:
Entity Legal Name: MDM Prime LLC Entity DBA:
Entity Description: Edibles manufacturer, operating under a license owned by Rainbow Collective Inc. (Arizona nonprofit cannabis license holder)
Entity Phone: 520-849-5429 Entity Email: bran@ogeezbrands.com Entity Website: http://www.ogeezbrands.com
Entity Address 1: 2015 N Forbes Blvd Entity Address 2: Suite 110
Entity City: Tucson Entity State: AZ Entity Zip Code: 85745 Entity Country: USA
Entity Mailing Address 1: 2015 N Forbes Blvd Entity Mailing Address 2: Suite 110
Entity Mailing City: Tucson Entity Mailing State: AZ Entity Mailing Zip Code: 85745 Entity Mailing Country: USA

Business Interest in Other State 2

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

Owner First Name: Michael Owner Last Name: Crawford Owner Suffix:
Entity Legal Name: Paradigm Leasing Management LLC Entity DBA:
Entity Description: Management company for operation of retail component of AZ cannabis license owned by nonprofit Rainbow Collective Inc.
Entity Phone: 520-548-5999 Entity Email: michael@crawfordazlaw.com Entity Website:
Entity Address 1: 1900 N Fremont Ave Entity Address 2:
Entity City: Tucson Entity State: AZ Entity Zip Code: 85719 Entity Country: USA
Entity Mailing Address 1: 1900 N Fremont Ave Entity Mailing Address 2:
Entity Mailing City: Tucson Entity Mailing State: AZ Entity Mailing Zip Code: 85719 Entity Mailing Country: USA

Business Interest in Other State 3

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

Owner First Name: Michael Owner Last Name: Crawford Owner Suffix:
Entity Legal Name: DMC Services LLC Entity DBA:

Entity Description: Management company for retail dispensaries

Entity Phone: 520-548-5999
Entity Email: michael@crawfordazlaw.com

Entity Website:

Entity Address 1: 1900 N Fremont Ave

Entity Address 2:

Entity City: Tucson
Entity State: AZ

Entity Zip Code: 85719
Entity Country: USA

Entity Mailing Address 1: 1900 N Fremont Ave

Entity Mailing Address 2:

Entity Mailing City: Tucson
Entity Mailing State: AZ

Entity Mailing Zip Code: 85719
Entity Mailing Country: USA

Business Interest in Other State 4

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

Owner First Name: Michael
Owner Last Name: Crawford
Owner Suffix:

Entity Legal Name: Zanzibar Capital LLC
Entity DBA:

Entity Description: Holding company for membership interest in Zanzibar Prime LLC, which operates retail dispensaries in AZ

Entity Phone: 520-548-5999
Entity Email: michael@crawfordazlaw.com
Entity Website:

Entity Address 1: 1900 N Fremont Ave

Entity Address 2:

Entity City: Tucson
Entity State: AZ

Entity Zip Code: 85719
Entity Country: USA

Entity Mailing Address 1: 3411 SILVERSIDE RD

Entity Mailing Address 2: STE 104 TATNALL BLDG

Entity Mailing City: WILMINGTON
Entity Mailing State: DE

Entity Mailing Zip Code: 19810
Entity Mailing Country: USA

Business Interest in Other State 5

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

Owner First Name: Michael
Owner Last Name: Crawford
Owner Suffix:

Entity Legal Name: El Rancho Verde LLC
Entity DBA:

Entity Description: Management company for California retail dispensary

Entity Phone: 520-548-5999
Entity Email: michael@crawfordazlaw.com
Entity Website:

Entity Address 1: 5876 SMILEY DRIVE

Entity Address 2:

Entity City: CULVER CITY
Entity State: CA

Entity Zip Code: 90232
Entity Country: USA

Entity Mailing Address 1: 5876 SMILEY DRIVE

Entity Mailing Address 2:

Entity Mailing City: CULVER CITY
Entity Mailing State: CA

Entity Mailing Zip Code: 90232
Entity Mailing Country: USA

Business Interest in Other State 6

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

Owner First Name: Bran
Owner Last Name: Noonan
Owner Suffix:

Entity Legal Name: MDM Prime LLC
Entity DBA:

Entity Description: Edibles manufacturer, operating under a license owned by Rainbow Collective Inc. (Arizona nonprofit cannabis license holder)

Entity Phone: 520-849-5429
Entity Email: bran@ogeezbrands.com
Entity Website: <http://www.ogeezbrands.com>

Entity Address 1: 2015 N Forbes Blvd

Entity Address 2: Suite 110

Entity City: Tucson
Entity State: AZ

Entity Zip Code: 85745
Entity Country: USA

Entity Mailing Address 1: 2015 N Forbes Blvd

Entity Mailing Address 2: Suite 110

Entity Mailing City: Tucson Entity Mailing State: AZ Entity Mailing Zip Code: 85745 Entity Mailing Country: USA

Business Interest in Other State 7

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

Owner First Name: Michael Owner Last Name: Crawford Owner Suffix:

Entity Legal Name: MDM Prime LLC Entity DBA:

Entity Description: Edibles manufacturer, operating under a license owned by Rainbow Collective Inc. (Arizona nonprofit cannabis license holder)

Entity Phone: 520-849-5429 Entity Email: bran@ogeezbrands.com Entity Website: http://www.ogeezbrands.com

Entity Address 1: 2015 N Forbes Blvd Entity Address 2: Suite 110

Entity City: Tucson Entity State: AZ Entity Zip Code: 85745 Entity Country: USA

Entity Mailing Address 1: 2015 N Forbes Blvd Entity Mailing Address 2: Suite 110

Entity Mailing City: Tucson Entity Mailing State: AZ Entity Mailing Zip Code: 85745 Entity Mailing Country: USA

Business Interest in Other State 8

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

Owner First Name: Bran Owner Last Name: Noonan Owner Suffix:

Entity Legal Name: OGeez! Inc. Entity DBA:

Entity Description: Parent holding company

Entity Phone: 917-886-0468 Entity Email: bran@ogeezbrands.com Entity Website:

Entity Address 1: 2015 N Forbes Blvd Entity Address 2:

Entity City: Tucson Entity State: AZ Entity Zip Code: 85745 Entity Country: Pima

Entity Mailing Address 1: 2015 N Forbes Blvd Entity Mailing Address 2:

Entity Mailing City: Tucson Entity Mailing State: AZ Entity Mailing Zip Code: 85745 Entity Mailing Country: Pima

Business Interest in Other State 9

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

Owner First Name: Bran Owner Last Name: Noonan Owner Suffix:

Entity Legal Name: HDC Group, LLC Entity DBA:

Entity Description: Cannabis product manufacturer in Illinois

Entity Phone: 917-886-0468 Entity Email: bran@ogeezbrands.com Entity Website:

Entity Address 1: 1291 BRUMMEL AVENUE Entity Address 2:

Entity City: Elk Grove Village Entity State: IL Entity Zip Code: 60007 Entity Country: Cook

Entity Mailing Address 1: 1291 BRUMMEL AVENUE Entity Mailing Address 2:

Entity Mailing City: Elk Grove Village Entity Mailing State: IL Entity Mailing Zip Code: 60007 Entity Mailing Country: Cook

Business Interest in Other State 10

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

Owner First Name: Bran Owner Last Name: Noonan Owner Suffix:

Entity Legal Name: Alite Flight, LLC Entity DBA:

Entity Description: Cannabis product transporter in Illinois

Entity Phone: 917-886-0468

Entity Email:
bran@ogeezbrands.com

Entity Website:

Entity Address 1: 1291 BRUMMEL AVENUE

Entity Address 2:

Entity City: Elk Grove Village

Entity State: IL

Entity Zip Code: 60007

Entity Country: Cook

Entity Mailing Address 1: 1291 BRUMMEL AVENUE

Entity Mailing Address 2:

Entity Mailing City: Elk Grove Village

Entity Mailing State: IL

Entity Mailing Zip Code:
60007

Entity Mailing Country:
Cook

Business Interest in Other State 11

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

Owner First Name: Bran

Owner Last Name: Noonan

Owner Suffix:

Entity Legal Name: Ogeez Brands NJ, LLC

Entity DBA:

Entity Description: Cannabis product manufacturer in New Jersey

Entity Phone: 917-886-0468

Entity Email:
bran@ogeezbrands.com

Entity Website:

Entity Address 1: 220 Rutgers Street

Entity Address 2:

Entity City: Maplewood

Entity State: NJ

Entity Zip Code: 07040

Entity Country: Essex

Entity Mailing Address 1: 220 Rutgers Street

Entity Mailing Address 2:

Entity Mailing City: Maplewood

Entity Mailing State: NJ

Entity Mailing Zip Code:
07040

Entity Mailing Country:
Essex

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 6 Charlesview Rd

Establishment Address 2: Suite 1

Establishment City: Hopedale

Establishment Zip Code: 01747

Approximate square footage of the Establishment: 7000

How many abutters does this property have?: 16

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	HCA Certification Form OGeez Brands	pdf	63334d132bb6940008550356	09/27/2022
Community Agreement	Hopedale.pdf			
Community Outreach Meeting Documentation	COM Exhibit A - Notice in Publication.pdf	pdf	63334d3376c66600081199ea	09/27/2022
Community Outreach Meeting Documentation	Abutters list 6 Charlesview Rd_Redacted.pdf	pdf	63334d6b76c6660008119afb	09/27/2022
Community Outreach Meeting Documentation	COM - Exhibit B - Notice to Hopedale rev2.pdf	pdf	6397add2a0fd020008da31cd	12/12/2022
Community Outreach Meeting Documentation	Updated COM_Attestation Form.pdf	pdf	6397ade2522535000845d9c7	12/12/2022

Community Outreach Meeting Documentation	COM Exhibit C - Notice to Abutters final.PDF	pdf	6397b07a522535000845dbf3	12/12/2022
Plan to Remain Compliant with Local Zoning	OGeez Brands Plan to Remain Compliant with Local Laws_updated.pdf	pdf	6398e554a0fd020008db97c9	12/13/2022
Plan to Remain Compliant with Local Zoning	Ogeez Brands MA, LLC_Updated Plan to Remain Compliant with Local Laws.pdf	pdf	66c4fccdc6312000982f659	08/20/2024
Executed HCA	Signed HCA.pdf	pdf	66c500b9d94c24000892b1fe	08/20/2024
Executed HCA	OGeez Brand_Updated HCA_Signed.12.10.24.pdf	pdf	6774476d6c5654000848434e	12/31/2024
Executed HCA	Ogeez HCA Date Edit Feb25 - signed.pdf	pdf	67b0c86fac5cea389e819f6a	02/15/2025
Executed HCA	Updated HCA.2.18.pdf	pdf	67b5f46cac5cea389e84b0ed	02/19/2025
Executed HCA	Updated HCA.2.27.pdf	pdf	67c0a2ac541e85345e1c4000	02/27/2025

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.: \$

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Other	Confirmation related to Job Announcements.pdf	pdf	6398e46252253500084740d1	12/13/2022
Plan for Positive Impact	OGeez Brands MA Plan To Positively Impact Disproportionately Harmed People_Updated.pdf	pdf	6398ea8da0fd020008dba752	12/13/2022
Other	Attestation Re Plan to impact disproportionately harmed people.pdf	pdf	677448e7e5a906000853f9da	12/31/2024

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

Role: Other Role:
 First Name: David Last Name: Dennis Suffix:
 RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 4

Role: Other Role:
First Name: Michael Last Name: Crawford Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 5

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

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role:
Entity Legal Name: MDM Prime LLC Entity DBA:
Entity Description: Arizona-based cannabis edibles manufacturing company
Phone: 917-886-0468 Email: bran@ogeezbrands.com
Primary Business Address 1: 2015 N Forbes Blvd Primary Business Address 2: Ste 110
Primary Business City: Tucson Primary Business State: AZ Principal Business Zip Code: 85745
Additional Information: Company is an Arizona LLC

Entity Background Check Information 2

Role: Investor/Contributor Other Role:
Entity Legal Name: JMT Prime MA LLC Entity DBA:
Entity Description: Holding company for investors in OGeez Brands MA LLC
Phone: 520-548-5999 Email: michael@crawfordazlaw.com
Primary Business Address 1: 1900 N Fremont Ave. Primary Business Address 2:
Primary Business City: Tucson Primary Business State: AZ Principal Business Zip Code: 85719
Additional Information: Arizona LLC

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Table with 5 columns: Document Category, Document Name, Type, ID, Upload Date. Rows include DUA attestation, Department of Revenue Certificate of Good standing, and Secretary of Commonwealth Certificate of...

Good Standing

Articles of Organization	OGEEZ BRANDS MA LLC - MA Filing Evidenc.pdf	pdf	6398cde3a0fd020008db549d	12/13
Articles of Organization	OGeez Brands MA LLC - MA Filed Articles of Amend(Updated Members)Evidence.pdf	pdf	6398cdeb5225350008470354	12/13
Bylaws	Restated OGeez Brands MA LLC Operating Agreement_Final.pdf	pdf	63aca18a522535000855e509	12/28
Articles of Organization	Amendment_to_Restated_OGeez_Brand_MA_LLC_Operating_Agreement.Final.pdf	pdf	64b7f0b4e317fe0008e6b5e3	07/19

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Bond Application.pdf.1.pdf	pdf	668ff7c2f801a70008b7d3c7	07/11/2024
Department of Revenue - Certificate of Good standing	Cert Good Standing_Tax.pdf	pdf	66c50163dc6312000982fe43	08/20/2024
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing_Corp.pdf	pdf	66c50172dc6312000982fe5a	08/20/2024
Department of Unemployment Assistance - Certificate of Good standing	Attestation Re Employee Status.pdf	pdf	66c50187dc6312000982fe85	08/20/2024

Massachusetts Business Identification Number: 001584081

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	OGeez Brands MA Business Plan.pdf	pdf	6334533276c6660008124418	09/28/2022
Proposed Timeline	OGeez Brands MA Startup Timeline.pdf	pdf	6334a23d2bb694000856a7f8	09/28/2022
Plan for Liability Insurance	OGeez Brands Plan to Obtain Insurance.pdf	pdf	6334a35d76c666000813486b	09/28/2022
Proposed Timeline	Ogeez Brands MA, LLC_Update Ops Timeline.pdf	pdf	66c501a5dc6312000982fee2	08/20/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Energy Compliance Plan	OGeez Brands Energy Compliance Plan.pdf	pdf	633453662bb694000855a976	09/28/2022
Qualifications and training	OGeez Brands Description of Qualifications and Trainings.pdf	pdf	6334a4292bb694000856b08b	09/28/2022
Inventory procedures	Ogeez Brands Inventory Plan.pdf	pdf	6334a4ce2bb694000856b306	09/28/2022
Maintaining of financial records	OGeez Brands Maintenance of Financial Records.pdf	pdf	6334a4ea2bb694000856b48d	09/28/2022

Personnel policies including background checks	OGeez Brands Personnel Plan.pdf	pdf	6334a5f876c6660008134e37	09/28/2022
Plan to Obtain Marijuana	OGeez Brands Plan to Obtain Marijuana.pdf	pdf	6334a61d2bb694000856b4e6	09/28/2022
Prevention of diversion	OGeez Brands Prevention of Diversion.pdf	pdf	6334a6c42bb694000856b579	09/28/2022
Quality control and testing	OGeez Brands Quality Control Plan.pdf	pdf	6334a7fe2bb694000856b653	09/28/2022
Storage of marijuana	OGeez Brands Storage Plan.pdf	pdf	6334a8532bb694000856b6b9	09/28/2022
Security plan	OGeez Brands Security Plan.pdf	pdf	6334a8712bb694000856b6f6	09/28/2022
Types of products Manufactured.	OGeez Brands Types of Products.pdf	pdf	6334a99f76c6660008135185	09/28/2022
Safety Plan for Manufacturing	OGeez Brands Safety Plan for Manufacturing.pdf	pdf	6334aa7176c66600081352d2	09/28/2022
Sample of unique identifying marks used for branding	OGeez Brands Samples of Marks.pdf	pdf	6334aa7c76c66600081352e6	09/28/2022
Transportation of marijuana	OGeez Brands Transportation Plan.pdf	pdf	6334aafc76c66600081353ba	09/28/2022
Record Keeping procedures	OGeez Brands Recordkeeping Plan.pdf	pdf	6337174a76c666000815a63d	09/30/2022
Diversity plan	OGeez Brands Diversity Plan_updated.pdf	pdf	6398ce2aa0fd020008db55bb	12/13/2022
Method used to produce products	OGeez Brands Methods of Production v2.pdf	pdf	6398e71ca0fd020008dba01d	12/13/2022
Restricting Access to age 21 and older	OGeez Brands Restricting Access v2.pdf	pdf	6398e78f5225350008474e2e	12/13/2022

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 - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN
Diversity Progress or Success 1

Description of Progress or Success: As we are not operational, we have not had the opportunity to commencing hiring and instituting our diversity plan.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	Attestation Re Product manufacturing.pdf	pdf	66c5022adc6312000982ffa4	08/20/2024

Name of Item: Gummies

Item Type: Edible MIP

Item Description: We are not operational and therefore are not currently manufacturing any products, but when we do become operational, we intend to manufacture infused gummies.

Item 2

Document Category	Document Name	Type	ID	Upload Date
	Attestation Re Product manufacturing.pdf	pdf	677449666c56540008484813	12/31/2024

Name of Item: Vapes

Item Type: Non-Edible MIP

Item Description: We are not operational and therefore are not currently manufacturing any products, but when we do become operational, we intend to manufacture infused vape cartridges.

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 6:00 PM
Tuesday From: 8:00 AM	Tuesday To: 6:00 PM
Wednesday From: 8:00 AM	Wednesday To: 6:00 PM
Thursday From: 8:00 AM	Thursday To: 6:00 PM
Friday From: 8:00 AM	Friday To: 6:00 PM
Saturday From: Closed	Saturday To: Closed
Sunday From: Closed	Sunday To: Closed



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:

Ogeez Brands MA, LLC

2. Name of applicant's authorized representative:

Bran Noonan

3. Signature of applicant's authorized representative:

4. Name of municipality:

Township of Hopedale

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

Diana M. Schindler



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

Deano H. Schindler

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).*):

dschindler@topedale-ma.us

8. Host community agreement execution date:

September 21, 2022

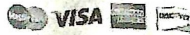


EXHIBIT A - Copy of Publication Notice

6C | SUNDAY, JULY 24, 2022 | THE DAILY NEWS

classifieds

to advertise, visit our website: classifieds.wickedlocal.com
 classifieds phone: 800.624.7355
 classifieds/auto/real estate email: Classifieds@wickedlocal.com
 public notices/legals email: Legals@wickedlocal.com
 business & services email: WickedLocalBusServ@gannett.com
 jobs website: wickedlocal.com/jobs jobs email: recruittads@localq.com jobs phone: 833.516.0229



**TO ADVERTISE
IN THIS SPOT**
PLEASE CALL
800.624.7355 option 6

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. WickedLocal.com reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. WickedLocal.com shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

Assorted Stuff

all kinds of things...

General Merchandise

Local Author Publishes Books An imaginative author and machinist, Erik Alfred Swanson, of Massachusetts has written and self published 4 books. Tales Of A Landria Bridging Of Worlds is the first to a new series. Lost Case Encounters, Among Alfin, and Corrections Mayhem are sci-fi/horror books of varying lengths. Each of these are available through Amazon and Barnes & Noble.

Careers Jobs

new beginnings...

General

Hallowell Center - Sudbury, MA
Experienced Bookkeeper
Must be proficient in QB and have basic accounting skills. Hours are part-time and flexible.
Send resumes to marjannose@verizon.net

Professional Service

all your needs...

Services

W.R. WALTON, INC
ASPHALT PAVING
30+ years experience!!

- Driveways
- Private Roads
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- Concrete garage floors

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 Call Today 781-894-8736
www.waltonpaving.com

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Acreage

Webster: 2 Abutting 1-Acre Lots town water w/ 4-BR septic design 98K & 105K
 Dee Manns RE 508-340-6594

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Public Notices

Book 51893 and Page 296.
 The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax files, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street, Suite 201, Canton, Massachusetts. In exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: July 7, 2022
 (signed:) Dean Cooperative Bank
 Present Holder of said Mortgage
 By its Attorneys,
 Barsh & Cohen, P.C.

Neil S. Cohen, Esquire
 Attorney for the Mortgagee
 500 Turnpike Street
 Suite 201
 Canton, MA 02021
 (617) 332-4700

AD# 7532216
 DN: 7/17 7/24, 7/31/2022

Public Notices

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=75c3b765-3725-4b32-9689-fc820e50b9ca>

Inquiries regarding this bid are to be directed to **Purchaser:** info@raminghamma.gov.

The City reserves the right to reject any and all submissions, to waive any minor informalities and technicalities, or to cancel the bid if it is in the public interest to do so.

AD# 7562662
 DN: 7/24/2022

LEGAL NOTICE COMMUNITY OUTREACH PUBLIC NOTICE

Notice is hereby given that Oseez Brands, MA, LLC, will hold a Community Outreach Meeting on August 8, 2022 at 6:30 p.m. at the Hopedale Junior Senior High School located at 25 Adin Street, Hopedale, MA 01747. The purpose of the meeting is to discuss at the proposed address, i.e., Marijuana Product Manufacturer; Plans for maintaining a secure facility; Plans to prevent diversion to minors; Plans to positively impact the community; and Plans to ensure the establishment will not constitute a nuisance to the community.

Topics to be discussed at the meeting will include, but not be limited to:

- The type of Adult-Use Marijuana Establishment to be located at the proposed address, i.e., Marijuana Product Manufacturer;
- Plans for maintaining a secure facility;
- Plans to prevent diversion to minors;
- Plans to positively impact the community; and
- Plans to ensure the establishment will not constitute a nuisance to the community.

Members of the public will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations.

AD# 7557942
 DN: 7/24/2022

SELL IT BUY IT FIND IT

- cars
- garage sales
- tickets
- jobs
- antiques

The Customer's journey is complex.

Marketing to them doesn't have to be

We simplify

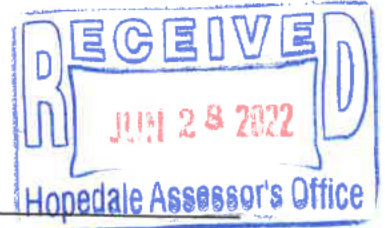


Office of the Board of Assessors
 P.O. Box 7
 74 Hopedale Street
 Hopedale, MA 01747
 Ann M. Williams Principal Assessor
 Tel. (508) 634-2203 x 224 FAX (508) 634-2200
 e-mail: awilliams@hopedale-ma.gov

Donald W. Howes
 Chairperson

Matthew M. Dailey

Ellen Murphy



REQUEST FOR ABUTTER'S LIST

Today's Date: 6/28/22

Requester's Name: DAVID M. DENNIS

Mailing Address of Requester: 55 LINDEN ST DORCHESTER MA 01916

Requester's Contact Number: 508-521-4817

Address of Subject Property: 6 CHARLESVIEW SUITE 1

Subject Property Parcel ID: Map: _____ Block: _____ Lot: 24-43-0

Requester's Signature: [Signature]

Do you wish the Abutter's List to be?

Emailed to: bran@ogeezbrands.com

Mailed to: _____ or Picked up: _____

Purpose: Building/ZBA (300' Radius)

ConCom (100' Radius)

Other (please specify) _____

Date Completed: 6/30/22

Completed By: Kerree Paleochonis

Cost: \$25.00 per report type and or per address - checks payable to Town of Hopedale. Lists will not be emailed/mailed until payment is received.

PLEASE ALLOW TEN (10) BUSINESS DAYS FOR COMPLETION

pd cash
 6/28/22



**Office of the Board of Assessors
P.O. Box 7
74 Hopedale Street
Hopedale, MA 01747
Tel. (508) 634-2203 x 224 FAX (508) 634-2200**

**Donald W. Howes
Chairperson
Matthew M. Dailey
Ellen Murphy**

June 30, 2022
David M. Dennis
55 Linden St
Douglas, MA 01516

Re: Abutters list for 6 Charlesview Rd
Parcel ID = 24-43-0

Dear David,

Per your request, I have comprised an abutter's list for the above property. The list is authentic and is calculated on a 300-foot radius of the subject property.

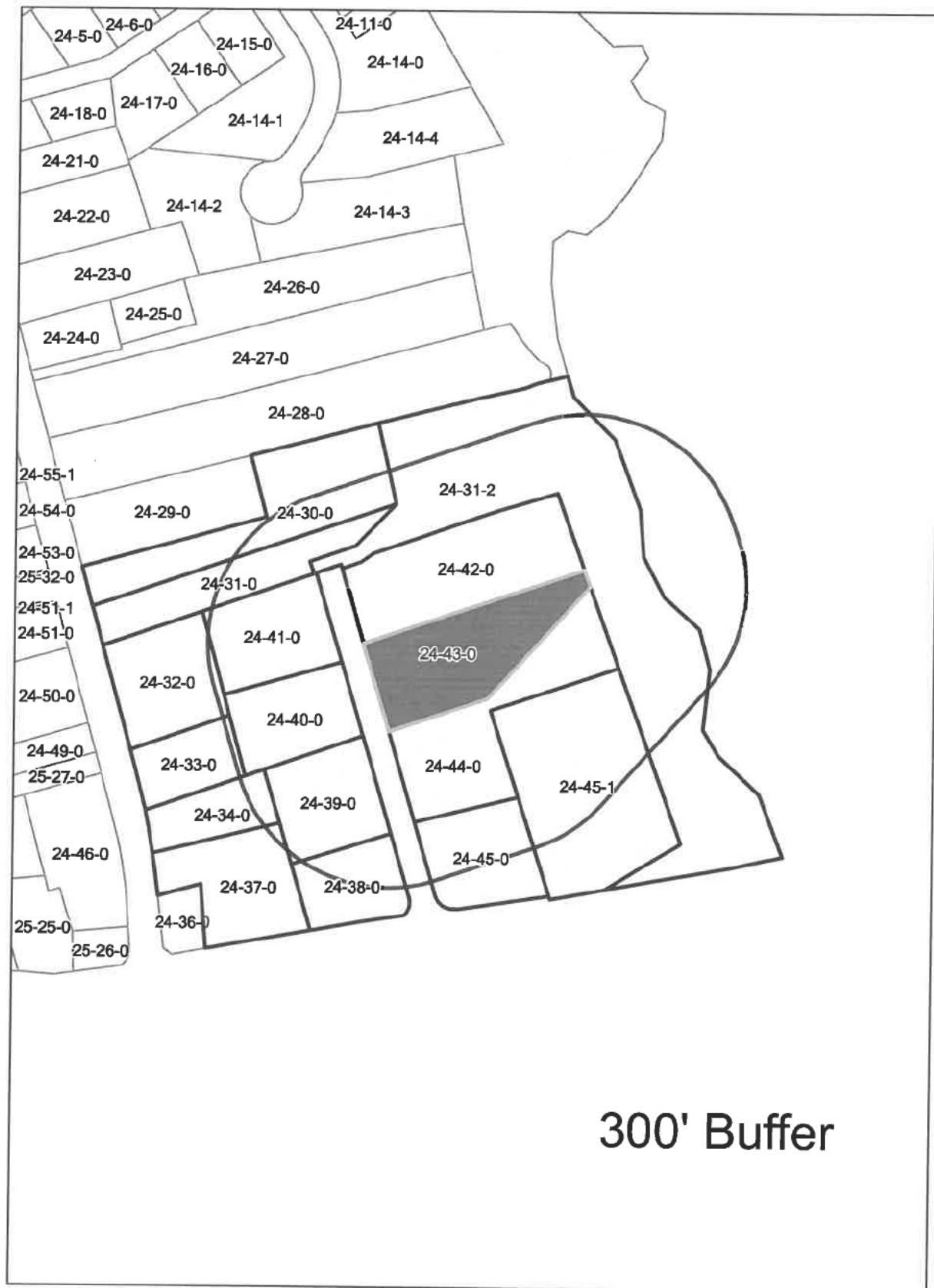
Please note the 300' radius abuts other town(s)

If you have any questions, please contact this office.

Respectfully,

Renee Polechronis
Assessor's Admin. Assistant

6 Charlesview Rd Parcel 24-43-0





Patriot Properties

Town of Hopedale

06/30/2022

12:24:34PM

Abutters List

Filter Used: DataProperty.AccountNumber in (1653,1652,1650,1654,1649,1656,1648,1657,1647,1646,1661,1662,1660,2455,1659,1658)

Town of Hopedale Abutters List

Subject Parcel ID:

Subject Property Location:

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
24-30-0	378 SOUTH MAIN ST			378 SOUTH MAIN ST	HOPEDALE	MA	01747-1521
24-31-0	380 SOUTH MAIN ST			380 SOUTH MAIN ST	HOPEDALE	MA	01747-1521
24-31-2	10 CHARLESVIEW RD			997 MILLBURY ST	WORCESTER	MA	01607
24-32-0	390 SOUTH MAIN ST			390 SOUTH MAIN STREET	HOPEDALE	MA	01747
24-33-0	396 SOUTH MAIN ST			396 SOUTH MAIN ST	HOPEDALE	MA	01747-1521
24-34-0	398 SOUTH MAIN ST			398 SOUTH MAIN ST	HOPEDALE	MA	01747
24-37-0	144 HARTFORD AV			1 CHARLESVIEW RD	BELLINGHAM	MA	02019
24-38-0	1 CHARLESVIEW RD			PO BOX 301	HOPEDALE	MA	01747
24-39-0	3 CHARLESVIEW RD			51 MADDEN AVE	MILFORD	MA	01757
24-40-0	5 CHARLESVIEW RD			81 HOPE AVE	WORCESTER	MA	01603
24-41-0	7 CHARLESVIEW RD			PO BOX 301	HOPEDALE	MA	01747
24-42-0	8 CHARLESVIEW RD			PO BOX 301	HOPEDALE	MA	01747
24-43-0	6 CHARLESVIEW RD			PO BOX 175	DOUGLAS	MA	01516
24-44-0	4 CHARLESVIEW RD			PO BOX 444	MENDON	MA	01756
24-45-0	150 HARTFORD AV			PO BOX 444	MENDON	MA	01756
24-45-1	156 HARTFORD AV						

Parcel Count: 16

End of Report

EXHIBIT B - A Copy of the Notice Filed with Township of Hopedale

COMMUNITY OUTREACH PUBLIC NOTICE

Notice is hereby given that Ogeez Brands, MA, LLC, will hold a Community Outreach Meeting on August 8, 2022 at 6:30 p.m. at the Hopedale Junior Senior High School located at 25 Adin Street, Hopedale MA 01747. The purpose of the meeting is to discuss the following proposed Adult-Use Marijuana Establishment license: Marijuana Product Manufacturer to be located at 6 Charlesview Rd, 1st Floor, Hopedale, MA 01747.

Topics to be discussed at the meeting will include, but not be limited to:

- The type of Adult-Use Marijuana Establishment to be located at the proposed address, *i.e.*, Marijuana Product Manufacturer;
- Plans for maintaining a secure facility;
- Plans to prevent diversion to minors;
- Plans to positively impact the community; and
- Plans to ensure the establishment will not constitute a nuisance to the community.

Members of the public will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations.

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):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication:
- b. Name of publication:

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

- a. Date notice filed:

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

- a. Date notice(s) mailed:

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

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

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



Name of applicant:

Ogeez Brands MA, LLC

Name of applicant's authorized representative:

Bran Noonan

Signature of applicant's authorized representative:

B. N.



Exhibit C - Copy of Notice Mailed to Abutters and Residents

COMMUNITY OUTREACH PUBLIC NOTICE

Notice is hereby given that Ogeez Brands, MA, LLC, will hold a Community Outreach Meeting on August 8, 2022 at 6:30 p.m. at the Hopedale Junior Senior High School located at 25 Adin Street, Hopedale MA 01747. The purpose of the meeting is to discuss the following proposed Adult-Use Marijuana Establishment license: Marijuana Product Manufacturer to be located at 6 Charlesview Rd, 1st Floor, Hopedale, MA 01747.

Topics to be discussed at the meeting will include, but not be limited to:

- The type of Adult-Use Marijuana Establishment to be located at the proposed address, *i.e.*, Marijuana Product Manufacturer;
- Plans for maintaining a secure facility;
- Plans to prevent diversion to minors;
- Plans to positively impact the community; and
- Plans to ensure the establishment will not constitute a nuisance to the community.

Members of the public will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations.

OGEEZ BRANDS MA, LLC

PLAN TO REMAIN COMPLIANT WITH LOCAL ORDINANCES

OGeez Brands MA, LLC is seeking licensure to operate a Marijuana Establishment at 6 Charlesview Road, 1st Fl, Hopedale, MA 01747. This site is located in the Commercial zoning district of the Town of Hopedale, which permits the operation of a marijuana establishment, specifically a marijuana product manufacturer, pursuant to amended Sections 1 and 11.3 of the Town of Hopedale's Zoning Bylaws, subject to the granting of a Special Permit from the Hopedale Zoning Board of Appeals. The company is in the process of obtaining a Special Permit, inclusive of filing an application for such a permit with the Town Clerk, providing all required information, and paying all applicable fees. The company shall satisfy all requirements for a Special Permit, as set forth in Section 10.6 of Hopedale's Zoning Bylaw.

The company has discussed its product manufacturing with town officials at the proposed location, including the police department and fire department, and has appeared before the Select Board of Hopedale and entered into a Host Community Agreement with the Town.

The company shall be and remain compliant at all times with the local ordinances, including zoning requirements in the Town. The company plans to continue to work with officials from the Town to ensure its operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The company has retained the law firm DavisMalm to assist with ongoing compliance with local zoning requirements.

OGEEZ BRANDS MA, LLC

UPDATED PLAN TO REMAIN COMPLIANT WITH LOCAL ORDINANCES

Ogeez Brands MA, LLC is seeking to renew its provisional license to operate a Marijuana Establishment at 6 Charlesview Road, Hopedale, MA 01747 (“Facility”). This site is located in the Commercial zoning district of the Town of Hopedale, which permits the operation of a marijuana establishment, specifically a marijuana product manufacturer, pursuant to amended Sections 1 and 11.3 of the Town of Hopedale’s Zoning Bylaws, subject to the granting of a Special Permit. The company obtained a Special Permit on November 16, 2022, and an amended Special Permit on December 11, 2023. The company will comply with all terms and conditions of the Special Permit, and its amendment.

The company has discussed its product manufacturing at the Facility with town officials, including the police department and fire department, and has appeared before the Select Board of Hopedale and entered into a Host Community Agreement with the Town.

The company shall be and remain compliant at all times with the local ordinances, including zoning requirements in the Town. The company plans to continue to work with officials from the Town to ensure its operations will have a positive impact on the community and will work diligently to obtain any and all necessary approvals and permitting.

The company retains the law firm DavisMalm to assist with ongoing compliance with local zoning requirements.

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OGEEZ BRANDS MA, LLC

Note Regarding Plan to Positively Impact Disproportionately Harmed People

Below is the company's revised Plan to Positively Impact Disproportionately Harmed People. In our initial submission, we inadvertently labeled the plan as "Plan to Positively Impact Areas of Disproportionate Impact," which suggested that the company had selected and would be focusing its two designated programs on the first category of disproportionately harmed people identified by the CCC, *i.e.*, "Past or present residents of the geographic areas of disproportionate impact." As you will see below, we have corrected this issue and clarified that the company's two programs will be targeting Commission-designated Economic Empowerment priority applicants and Social Equity Program participants statewide.

Thank you for your consideration.

Respectfully submitted,

Bran Noonan
Manager of Ogeez Brands MA, LLC

PLAN TO POSITIVELY IMPACT DISPROPORTIONATELY HARMED PEOPLE

Overview

Our company, Ogeez Brands MA LLC (“the company”) is dedicated to serving and supporting the communities around its facility and the entire Commonwealth of Massachusetts, particularly members of groups that are classified as having been disproportionately impacted by cannabis prohibition. The Cannabis Control Commission (“the Commission”) has identified the following as populations that have been disproportionately impacted by such prohibition:

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.

It is the company’s intention to be a contributing, positive force in support of such disproportionately impacted groups and to assist in changing the perception of those associated with marijuana use. The objective of the company’s Plan to Positively Impact Disproportionately Harmed People is to assist, at a minimum, two of the above-mentioned populations -- specifically, #2, Commission-designated Economic Empowerment priority applicants, and #3, Social Equity Program participants. We will do this by creating an integrated program with multiple approaches to promote economic empowerment and community support, with a focus on providing funding opportunities, mentorship, training and skills that will enable Commission-designated Economic Empowerment priority applicants and Social Equity Program participants entrepreneurs to enter the industry. To maximize the reach and impact of these programs, we will provide them to beneficiaries throughout the Commonwealth.

Goals

The goals of the company’s two programs are the following:

- Reduce barriers to entry in the commercial adult-use cannabis industry by providing start-up and working capital to least two (2) individuals, who are Commission-designated Economic Empowerment priority applicants and/or Social Equity Program participants, per year following final license approval, wherein a lack or limited access to capital imposes a barrier to entry into the industry; and
- Provide mentoring, professional, and technical services to at least two (2) individuals, who are Commission-designated Economic Empowerment priority applicants and/or Social Equity Program participants, per year following final license approval by providing legal, regulatory, business, finance, and license application guidance and assistance to help them overcome limits of knowledge, experience, and/or skills in such areas that can serve as a barrier to entry into the industry.

Programs

1. The Company's MicroLoan Program

The company's MicroLoan Program will provide low-interest debt funding to Commission-designated Economic Empowerment priority applicants and/or Social Equity Program participants who have or are part of start-up, newly established and/or small business concerns founded by disproportionately impact groups with limited net worth and access to traditional sources of capital to meet start-up and working capital needs. The company shall establish a fund of \$50,000 to make funds available for loans to such eligible borrowers in amounts up to a maximum of \$10,000 per borrower. The maximum term for a loan will be 3 years, and the interest rate will not exceed the IRS's Applicable Federal Rate. Other terms of the loan will be beneficial and flexible for the borrower. For instance, there will be no prepayment penalties, and a right to defer payment for up to six months.

MicroLoan opportunities will be advertised quarterly in diverse publications including local media, such as local newspapers (which we have received written confirmation from), and on the company's website. The company will encourage current employees and other mentor participants to refer applicants who are Commission-designated Economic Empowerment priority applicants and Social Equity Program participants.

The company values the start-up funding, through low-cost debt, as a robust opportunity for community support, personal mentoring, industry collaboration, and mutual growth.

MicroLoan Program Plan Measurement and Accountability

The company will utilize qualitative and quantitative measures to ensure that its goals are achieved. The company will measure its program implementation in connection with its annual renewal license process by:

1. Tracking the activities the company conducts each year to notify potential borrowers of the MicroLoan program
2. Tracking how many loan applications the company receives per year;
3. Tracking how many loans the company issues per year;
4. Tracking borrowers' performance in repayment of loans;
5. Tracking the number of successful borrowers, which is characterized by those which obtain a license and exceed their initial start-up business goals.
6. Tracking how loan funds are deployed by borrowers.

All gathered information will be evaluated annually as a means to bolster the program's overall efficacy, and any modifications of obvious value will be integrated in the curriculum for the benefit of all future program members.

2. The Company's Mentorship Program

The company is dedicated to mentoring eligible Commission-designated Economic Empowerment priority applicants and/or Social Equity Program participants seeking entry into the adult-use cannabis industry in the Commonwealth. The company shall work with such individuals to empower, mentor, educate, and support them through the application and start-up

process so they can successfully and efficiently obtain a license, start up their business, and participate in the industry. Under the mentorship program, the company will regularly meet with such eligible participants to provide assistant and support on topics that include, but are not limited to, the application processes, legal support, regulatory compliance, capital requirements, business formation, and business operations. Along with meeting, counseling, and coaching participants, the company shall help them obtain needed resources, advocate on behalf of them, and review documents.

Mentorship opportunities will be advertised quarterly in diverse publications including local media, such as, local newspapers, local business groups, and on the company's website. The company will encourage current employees and other mentor participants to refer applicants from diverse groups. The company will ideally draw from the MicroLoan program and vice versa.

Quarterly newspaper postings in the Milford Daily News (from whom we have received written confirmation, which we enclose in the application) and, potentially, other publications will solicit applications from local residents, and applicants will be selected based on their demonstrable merit.

Mentorship Program Plan Measurement and Accountability

The company will utilize qualitative and quantitative measures to ensure that its goals are achieved. It will measure its program implementation in connection with its annual renewal license process by:

1. Tracking the activities the company conducts each year to notify potential participants of the Mentor program
2. Tracking how many requests the company receives per year for the Mentor program;
3. Tracking how many mentees the company has each year;
4. Tracking what the company does for each mentee per year;
5. Tracking the number of successful mentees, which is characterized by those which obtain a license and enter the market.

All gathered information will be evaluated annually during the license renewal process as a means to bolster the program's overall efficacy, and any modifications of obvious value will be integrated in the curriculum for the benefit of all future program members.

Acknowledgements

The company acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

The company acknowledges and is aware, and will adhere to, the requirements that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



OGEEZ BRANDS MA LLC
55 LINDEN ST
DOUGLAS MA 01516-2431

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

September 21, 2022

TO WHOM IT MAY CONCERN:

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

OGEEZ BRANDS MA LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 20, 2022**.

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: **BRAN NOONAN, ERIK DIEHN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **BRAN NOONAN, ERIK DIEHN, MICHAEL J CRAWFORD, DAVID DENNIS, MDM PRIME LLC**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **BRAN NOONAN, ERIK DIEHN, MICHAEL J CRAWFORD, DAVID DENNIS, MDM PRIME LLC**



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



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: 001584081

1. The exact name of the limited liability company is: OGEEZ BRANDS MA LLC

2a. Location of its principal office:

No. and Street: 55 LINDEN STREET
 City or Town: DOUGLAS State: MA Zip: 01516 Country: USA

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

No. and Street: 55 LINDEN STREET
 City or Town: DOUGLAS State: MA Zip: 01516 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:

THIS COMPANY WILL BE APPLYING FOR A STATE LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS INC.
 No. and Street: 82 WENDELL AVE.
STE 100
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, REGISTERED AGENTS INC. 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	BRAN NOONAN	3 PARK RD MAPLEWOOD, NJ 07040 USA
MANAGER	ERIK DIEHN	39 PARK RD MAPLEWOOD, NJ 07040 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	MICHAEL J CRAWFORD	1900 N. FREMONT AVENUE TUCSON, AZ 85719 USA
SOC SIGNATORY	DAVID DENNIS	55 LINDEN STREET DOUGLAS, MA 01516 USA
SOC SIGNATORY	MDM PRIME LLC	2015 N FORBES BLVD SUITE 109 TUCSON, AZ 85745 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	BRAN NOONAN	3 PARK RD MAPLEWOOD, NJ 07040 USA
REAL PROPERTY	ERIK DIEHN	39 PARK RD MAPLEWOOD, NJ 07040 USA
REAL PROPERTY	MICHAEL J CRAWFORD	1900 N. FREMONT AVENUE TUCSON, AZ 85719 USA
REAL PROPERTY	DAVID DENNIS	55 LINDEN STREET DOUGLAS, MA 01516 USA
REAL PROPERTY	MDM PRIME LLC	2015 N FORBES BLVD SUITE 109 TUCSON, AZ 85745 USA

9. Additional matters:

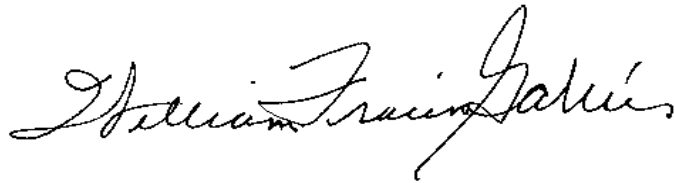
SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of May, 2022,
ERIK DIEHN

(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 20, 2022 10:16 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001584081

The date of filing of the original certificate of organization: 5/20/2022

1.a. Exact name of the limited liability company: OGEEZ BRANDS MA LLC

1.b. The exact name of the limited liability company as amended, is: OGEEZ BRANDS MA LLC

2a. Location of its principal office:

No. and Street: 55 LINDEN STREET
 City or Town: DOUGLAS State: MA Zip: 01516 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS INC.
 No. and Street: 82 WENDELL AVE.
STE 100
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	BRAN NOONAN	3 PARK RD MAPLEWOOD, NJ 07040 USA
MANAGER	ERIK DIEHN	39 PARK RD MAPLEWOOD, NJ 07040 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	DAVID DENNIS	55 LINDEN STREET DOUGLAS, MA 01516 USA
SOC SIGNATORY	MDM PRIME LLC	2015 N FORBES BLVD SUITE 109 TUCSON, AZ 85745 USA

SOC SIGNATORY	JMT PRIME MA LLC	1900 N FREMONT AVE TUCSON, AZ 85719 USA
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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	DAVID DENNIS	55 LINDEN STREET DOUGLAS, MA 01516 USA
REAL PROPERTY	MDM PRIME LLC	2015 N FORBES BLVD SUITE 109 TUCSON, AZ 85745 USA
REAL PROPERTY	BRAN NOONAN	3 PARK RD MAPLEWOOD, NJ 07040 USA
REAL PROPERTY	ERIK DIEHN	39 PARK RD MAPLEWOOD, NJ 07040 USA

9. Additional matters:

10. State the amendments to the certificate:

REMOVE MICHAEL J CRAWFORD - 1900 N. FREMONT AVENUE TUCSON, AZ 85719

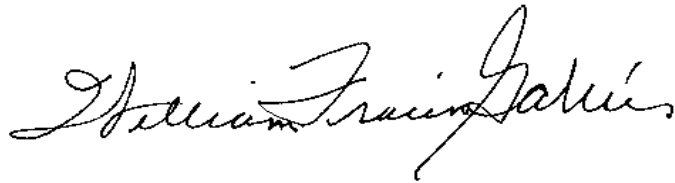
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 22 Day of September, 2022,
BRAN NOONAN , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

September 22, 2022 01:35 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

RESTATED OPERATING AGREEMENT OF OGEEZ BRANDS MA LLC

This Restated Operating Agreement (the “Agreement”) is made and entered into as of the 23rd day of December 2022, by and between JMT Prime MA LLC (“JTM”), David Dennis (“Dennis”), and MDM Prime LLC (“MDM”), who are the Members of OGEEZ BRANDS MA LLC, a Massachusetts limited liability company (the “Company”), and the Company. The Parties entered into an Operating Agreement dated September 7, 2022 and seek to restate and replace that agreement, and agree that that agreement is restated, completely replaced, and superseded in its entirety by this Agreement.

ARTICLE I FORMATION; NAME; PURPOSES; DEFINITIONS

1.1 Formation. The Company was organized and formed as a Massachusetts limited liability company by causing the Certificate of Formation of the Company to be filed with the New state in accordance with and pursuant to the Act, defined below.

1.2 Intent. It is the express intent of the Members that the Company shall be operated in a manner consistent with treatment as a “partnership” for federal and state income tax, but it may elect to be treated as a “C-Corp” for such purposes and take all steps necessary to do so, which shall be an election determined by the Manager.

1.3 Name. The name of the Company shall be: “Ogeez Brands MA LLC”

1.4 Principal Address. The principal address of the Company shall be 6 Charlesview Road, 1st Floor, Hopedale, MA, or such other place as the Manager shall determine in his or her discretion.

1.5 Purpose. The business of the Company shall be primarily to act as a licensed manufacturer of medical and recreation/adult-use infused cannabis and related products, as permitted by law, in Massachusetts, inclusive of the selection and or creation and development, processing, production, and distribution of such types of products, which shall include, but not be limited to ingestible, vaporize, topical, and other infused product permitted by law, as well producing and manufacturing extracted oil, together with the capital resources to acquire and assemble the equipment necessary to produce such products; and the Company may engage in any other business deemed advisable by the Manager, and may engage in all activities necessary, customary, convenient, or incident to the foregoing which may be legally exercised by limited liability companies under the Act; and the Company may bring in outside product lines to Massachusetts through licensing or other partnership arrangements as permitted by law, and may conduct any of the aforementioned activities in other states as permitted by law (all herein, the “Business”).

1.6 Term. The Company commenced upon the filing of its Articles of Organization and shall continue until such time as it shall be terminated under the provisions of Article IX hereof.

1.7 Members and Manager. The names of the initial Members of the Company as of this date are:

Name: MDM Prime, LLC

Name: David Dennis

Name: JMT Prime MA LLC

The name of the initial Manager of the Company as of this date is Bran Noonan.

1.8 Agent for Service of Process. The name and business address of the agent for service of process for the Company is Registered Agents, Inc., 82 Wendell Avenue, STE 100, Pittsfield, MA 01201 or such other person or entity as the Manager shall appoint from time to time.

1.9 Definitions. Whenever used in this Agreement, the following terms shall have the following meanings:

(a) “Act” shall mean the Massachusetts Uniform Limited Liability Company Act.

(b) “Additional Member” shall mean any person who is admitted to the Company as an Additional Member pursuant to Articles VII and VIII of this Agreement.

(c) “Agreement” shall mean this written Agreement as the same may be amended from time to time.

(d) “All of the Members” shall mean a unanimous vote of all three (3) of the Members identified in Section 2.1 below.

(e) “Bankruptcy Code” shall mean the Bankruptcy Code of 1978, as amended from time to time.

(f) “Capital Account” shall mean the account established and maintained for each Member in accordance with this Agreement and applicable Treasury Regulations.

(g) “Capital Contribution” shall mean any contribution to the capital of the Company in cash, property, or services by a Member whenever made. “Initial Capital Contribution” shall mean the initial contributions to the capital of the Company made pursuant to Section 2.1 of this Agreement. “Additional Capital Contributions” shall mean the contributions made pursuant to Section 2.2 of this Agreement.

(h) “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

(i) “Commission” shall refer to the Massachusetts Cannabis Control Commission.

(j) “Company Property” shall include all property, both real and personal (including intellectual property), that is titled in the name of the Company or is titled in the name of one or more of the Members or Manager but is Company Property by agreement of the Members and Manager.

(k) “Event Causing Dissociation” shall mean those occurrences listed in the Act.

(l) “Fiscal Year” means the Company's fiscal year, which shall be the calendar year.

(m) “Gross Asset Value” shall mean with respect to any asset, other than money contributed by a Member to the Company's capital or distributed by the Company to any Member, the amount of the commercially reasonably assessed fair market asset value of such asset less the amount of all debts and other obligations secured thereby, or, if no fair market value for such asset can be agreed upon, the appraised value thereof, based upon an appraisal procedure selected by the Manager.

(n) “Intellectual Property” means and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works; (ii) trade secrets and other confidential information; (iii) patents, patent disclosures and all rights in inventions (whether patentable or not); (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith; (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise associated with the Company and its business; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

(o) “Interest” or “Interests” shall mean a Member's various interests in the Company as designated in Article II of this Agreement including the Voting Control Interests, defined below, and the economic rights of a Member and his or her permitted assignees and successors to share in distributions of cash and other property from the Company pursuant to the Act and this Agreement.

(p) “Majority-In-Interest” shall mean the Member(s) holding simple majority of the percentage Voting Control Interests in the Company as set forth in Section 2.1 below, which as of now is MDM Prime LLC.

(q) “Manager Managed” shall mean the management of the Company is granted to and vested in the Manager.

(r) “Manager” shall mean that Person designated as such pursuant to Section 3.1(a) of this Agreement.

(s) “Member” or “Members” shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Additional or Successor Members.

(t) “Net Profits” and “Net Losses” shall mean, for each Fiscal Year, the combination of the income, gain, losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year under the cash method of accounting, if permitted, and as reported, separately or in the aggregate, as appropriate, on the Company's information tax return filed for federal income tax purposes. The Manager may elect to change the method of accounting after consultation with the Company’s accountant.

(u) “Person” shall mean any individual and any legal entity, and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

(v) “Profit and Loss Percentage Interest” shall be the percentage interests in the profits and losses (economic matters) of the Company set forth in Article II hereof.

(w) “Regulations” shall mean Massachusetts Adult Use Marijuana Regulations (935 CMR 500.00 *et seq.*)

(x) “Reserves” means, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Manager for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Business.

(y) “Successor Member” shall mean any person who is admitted to the Company as a Successor Member pursuant to Article VII hereof.

(z) “Treasury Regulations” shall mean the Regulations issued by the Treasury under the Code.

(aa) “Voting Control Interest” or “Voting Control Interests” shall mean the voting interests held by a Member, if any, for the purpose of voting on matters subject to Majority-in-Interest.

ARTICLE II CAPITALIZATION OF THE COMPANY; VOTING PERCENTAGE

2.1 Initial Capital Contributions; Voting Percentage.

(a) Each Member has made the following contributions to the Company as consideration for the following Interests:

Member	Capital Contribution	Ownership and Profit and Loss Percentage Interests	Voting Control Interest
MDM Prime, LLC	\$1,000,000.00	85.00%	85%
JMT Prime MA LLC	\$28,000.00	5.00%	5%
David Dennis	\$0.00	10.00%	10%

(b) Withdrawal of Contributions; Dissociation of Membership. No Member shall have the right to dissociate from the Company or withdraw or demand the return of all or any part of such Member's Capital Contributions, except if permitted and accordance with this Agreement.

(c) JMT Capital Contribution Paid. The Parties acknowledge that JMT Prime MA, LLC has made its initial capital contribution set forth above, which the Company has used to pay rent and the security deposit on the lease of its production facility in Hopedale, Massachusetts for the period of June 2022 to December 2022. The Parties acknowledge that JMT Prime MA, LLC's initial capital contribution is less than had been originally anticipated and intend to provide JMT Prime MA, LLC with an option to purchase up to an additional 20% Ownership and Profit and Loss Percentage Interest in order to reach the originally contemplated division of Ownership and Profit and Loss Percentage Interest.

(d) Option to Purchase and Acquire Additional Ownership and Profit and Loss Percentage Interests. The Parties agree that, subject to full satisfaction of any rules, laws or Regulations applicable to the Company, twenty percent (20%) of Ownership and Profit and Loss Percentage Interest in the Company will be held by MDM Prime, LLC in trust for the duration of the Option Period (hereafter defined) as provide in this subsection. JMT Prime MA, LLC shall have an option to purchase up to an additional twenty percent (20%) Ownership and Profit and Loss Percentage Interest at the capital contribution cost of \$29,850 per one percent (1%) of interest, which it may exercise at any time within nine (9) month of the Effective Date of this Agreement ("Option Period") by giving written notice to the Company and tendering cash or certified funds to the Company within such Option Period. Upon exercising such right consistent with any rules, laws or Regulations applicable to the Company and purchasing such additional percentage interests in the Company, the Parties agree that only MDM Prime LLC shall be diluted, and David Dennis shall not be diluted. That is, if JMT Prime MA, LLC, exercise the Option and acquires the full twenty percent (20%) Ownership and Profit and Loss Percentage Interest, then the Ownership and Profit and Loss Percentage Interest in the Company will be as originally contemplated by the Parties with MDM Prime, LLC, holding 65% interest, JMT Prime MA, LLC, holding a 25% interest, and David Dennis holding a 10% interest. This dilution limitation is solely limited to and applicable to this Section 2.1(d). JMT Prime MA, LLC may exercise its option rights in stages or multiple times during the Option Period with the cap upon its option under this Section 2.1(d)

being the acquisition of up to an additional twenty percent (20%) the Option Period. Any rights under this Section 2.1(d) will automatically expire upon the expiration of the Option Period and any Ownership and Profit and Loss Percentage Interest not purchased during the Option Period shall be owned by MDM Prime, LLC.

2.2 Additional Capital Contributions.

(a) Additional Capital Contributions as to All Members. Notwithstanding any other provision contained herein, no Additional Capital Contribution shall be required of any Member unless such Member expressly consents thereto, which consent, if any, shall be at the Member's sole and absolute discretion. Subject to the foregoing, if the Manager determines at any time that the Company requires additional cash contributions to capital in order to pay when due the obligations and expenses of the Company or otherwise to accomplish the Company's purposes, and All of the Members agree to make such Additional Capital Contributions, the Manager shall give written notice to each Member of the amount(s) and date(s) on which such Additional Capital Contribution are required. The Members' respective shares of each Additional Capital Contribution required in such notice shall be in proportion to their relative Profit and Loss Percentage Interests. On or before each due date specified in such notice, each Member shall contribute to the capital of the Company his or her share of the total amount to be contributed on that date. The Members' obligation to make Additional Capital Contributions shall be a personal obligation of each Member and shall be enforceable by the Company, the Manager and each of its Members, but shall not be enforceable by any third-party creditor of the Company or any other Person, which shall not be deemed third-party beneficiaries hereof. If the Manager determines at any time that the Company requires additional cash contributions to capital in order to pay when due the obligations and expenses of the Company or otherwise to accomplish the Company's purposes, in which event all Members shall have the right to make Additional Capital Contributions in proportion to their Profit and Loss Percentage Interest, but less than All of the Members have agreed to make Additional Capital Contributions, any Member may make a loan to the Company in the amount declined to be made by another Member, and the loan shall be repaid according to its terms and shall have priority over distributions to the Members. No Member may make a Capital Contribution unless all Members have the same opportunity to do so in proportion to their Profit and Loss Percentage Interest and agree to make such Capital Contribution.

2.3 Capital Accounts.

(a) Debits and Credits. A separate Capital Account shall be maintained for each Member in accordance with the applicable provisions of the Treasury Regulations:

(1) Each Member's Capital Account shall be credited with such Member's cash Capital Contributions only, such Member's distributive share of Net Profits allocated to such Member in accordance with the provisions of this Agreement, any items in the nature of income or gain that are specially allocated pursuant to Section 6.4 hereof, and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company Property distributed to such Member.

(2) Each Member's Capital Account shall be debited by the amount of cash distributed to such Member in accordance with this Agreement, the Gross Asset Value of any

other Company Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Net Losses allocated to such Member in accordance with this Agreement, any items in the nature of expenses or losses that are specially allocated pursuant to Section 6.4, and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

(3) In the event any Interest is 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 interest.

(4) In the event the Gross Asset Values of the Company assets are adjusted pursuant to this Agreement, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment, as if the Company had recognized gain or loss equal to the amount of such aggregate net adjustment and the resulting gain or loss had been allocated among the Members in accordance with this Agreement.

(b) Interpretation and Changes. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the Code and applicable Treasury Regulations and shall be interpreted and applied in a manner consistent therewith. If the Manager determines, after consultation with Company counsel and/or accountants, that it is prudent to modify the manner in which Capital Accounts, or any debits or credits thereto are allocated or computed, in order to comply with such applicable federal law, the Company acting through the Manager shall make such modification without the consent of any of the Members being required, provided, however, that such modification does not have a material adverse effect on the amount properly distributable to any Member upon the termination of the Company and that such modification will not increase the liability of any Member to third parties.

ARTICLE III MANAGEMENT OF COMPANY

3.1 Management.

(a) Manager Managed. The business and affairs of the Company shall be vested in and managed exclusively by the Manager or Managers, as the case may be, in accordance with the Act and the terms of this Agreement. The Manager(s) of the Company may be appointed, replaced, and removed from time to time only by a vote of a Majority-In-Interest. The Members hereby designate and appoint Bran Noonan ("Bran") to act as the initial Manager of the Company. The Manager shall devote such time and attention to the management and affairs of the Company as shall be reasonably appropriate for the efficient and timely conduct of its Business, but no Manager shall be required to devote full time services to the Company.

(b) Day to Day Handling of Affairs. Subject to the provisions of Section 3.1(a) above and Section 3.2 below, the Manager shall be responsible for and authorized to handle the day to day and all other affairs of the Company. The day-to-day affairs of the Company shall include all actions necessary to achieve the purpose of the Business of the Company as provided above. Subject to the other terms and conditions hereof, such Manager shall have full, exclusive,

and complete power to manage and control the day to day affairs of the Company, including, without limitation, pay the debts and obligations of the Company as they become due, take actions necessary to carry out the Business of the Company, the power to negotiate and execute contracts, licenses, distribution agreements, leases, subleases, and other instruments and documents in the name of the Company, and take any other actions on behalf of the Company as required hereunder or as approved by the Members pursuant to the other terms and conditions hereof. Such Manager shall also have the authority to carry out all of the Major Decisions and Member Decisions as defined below in accordance with the terms and conditions hereof. Furthermore, the Manager shall have the right to retain, employ, coordinate, and terminate the services of all employees, supervisors, accountants, attorneys, vendors, and other persons necessary or appropriate to carry out the Company's Business and appoint, remove, and replace officers.

3.2 Major Decisions. No act shall be taken or sum expended or obligation incurred by the Company or the Manager with respect to a matter within the scope of any of the major decisions affecting the Company as defined below ("Major Decisions"), unless such Major Decision has been approved in advance by a Majority-In-Interest, as defined in Section 1.9(q) above. The "Major Decisions" shall be the following:

- (a) To select depreciation and accounting methods, make elections, and make other decisions with respect to treatment of various transactions for federal and state income tax purposes consistent with the other provisions of this Agreement;
- (b) To determine whether or not distributions should be made to the Members;
- (c) To acquire any interest (whether leasehold or fee simple) in any real property;
- (d) To borrow money for the Company from banks, other lending institutions, the Members, or affiliates of the Members;
- (e) To either sell, license, or lease any real or personal property of the Company, or to dispose of all or substantially all of the assets of the Company outside the normal Business, or to merge the Company with or into another entity whether by merger, consolidation or other form or re-organization;
- (f) To assign, pledge, encumber, or otherwise create a security interest in the assets of the Company;
- (g) To make an assignment for the benefit of creditors of the Company, file a voluntary petition in bankruptcy or appoint a receiver for the Company;
- (h) To pay any commissions, fees, or other compensation for services to a Member or any affiliate of a Member, except as provided herein;
- (i) To modify or amend the terms of any loan documents or purchase and sale agreements signed by the Company or to refinance the Company Property or to pledge the Company Property as security for any loan or other obligation;

(j) To cause the Company to guaranty the obligations of any Member or affiliate of a Member;

(k) To enter into any brokerage agreement or professional services agreement relating to the purpose of the Company which involves fees in excess of One Hundred Thousand Dollars (\$100,000.00);

(l) To make any material change in the Company purpose or its Business;

(m) To make any other decision or take any other action which, when considered prior to the making of such decision or the taking of such action, would be reasonably expected to have a material effect on the Company, its assets or operations thereof, or involves an amount in excess of One Hundred Thousand Dollars (\$100,000.00).

3.3 Reliance by Third Parties. Any Person dealing with a Manager shall have the right to rely on a written certification by that Manager that any required approval of the Manager or the Members has been obtained, and upon execution of such certificate by a Manager no further evidence of such approval shall be required.

3.5 Restrictions on Members. Notwithstanding any other provision hereof, no single Member acting as such is authorized or empowered to execute, deliver, or perform any agreements, acts, transactions, or matters contemplated in this Agreement on behalf of the Company as agent for the Company, notwithstanding any applicable law, rule, or regulations to the contrary.

3.6 Bank Accounts. The Manager may from time to time open bank accounts in the name of the Company.

3.7 Indemnity of Manager. The Company shall, to the maximum extent permitted by applicable law, indemnify, defend, protect, and hold harmless the Manager, to the extent of the Company's assets and insurance, for, from, and against any liability, damage, cost, expense, loss, claim, or judgment incurred by the Manager arising out of any claim based upon acts performed or omitted to be performed by the Manager in connection with the Business, including, without limitation, attorneys' fees and costs incurred by the Manager in settlement or defense of such claims. Notwithstanding the foregoing, the Manager shall not be so indemnified, defended, protected, or held harmless for claims based upon acts or omissions in breach of this Agreement or which constitute fraud, gross negligence, or willful misconduct. The Members and Managers acknowledge and agree that the Members and Managers may be involved in other businesses, directly or indirectly, that are competitive with the Company, and the other Members and Managers are not participating in those ventures, and that such involvement shall not be deemed a breach of this Agreement or the Act or any applicable fiduciary duty.

3.8 Partnership Representative; Audit and Tax Matters. Bran, as Manager of MDM Prime, LLC, shall be the initial partnership representative under the Code ("Partnership Representative"). The Partnership Representative shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code, and all other tax returns deemed necessary or required thereby in each jurisdiction in which the Company does business. Copies of all tax returns required to be filed by the Company, or pertinent information therefrom,

shall be furnished to the Members within a reasonable time after the end of each Fiscal Year. The Partnership Representative shall make all elections and filings necessary or required to keep the Company from being assessed additional taxes resulting from an Internal Revenue Service audit against the Company, including elections which will push out any resulting tax liability to the Members, if permissible under the Code and the rules and regulations promulgated thereunder, and only if determined to be in the best interests of a Majority-In-Interest.

3.9 Manager Reimbursements. The Manager shall be entitled to reimbursement of all reasonable costs and expenses which it incurs after the date first set forth above.

3.10 Intellectual Property Rights and Ownership. Other than licensed intellectual property and/or intellectual property owned by a parent company, affiliate, sister company, subsidiary, and grandparent company of the Company, the Members acknowledge and agree that the Company is and shall be the sole and exclusive owner of all Company Property, and the ideas therefor, and the products of all work hereunder, including designs, equipment and modifications thereto, prototypes, templates, sketches, plans, drawings, prints, blueprints, recipes, compositions, formulas, creations, developments, ideas, and all intellectual property, trade secrets, inventions, patents, tradenames, trademarks, service marks, logos, copyrights, and other property, materials, and information (collectively, "Company Work Product") invented, created, written, developed, furnished, produced, transferred to, purchased, or disclosed by or for the Company, even if the Member or develops or enhances the Company Work Product in the course of rendering services to the Company under and pursuant to this Agreement. All Company Work Product is subject to patent, tradename, trademark, copyright, and other protection as determined by the Manager in its discretion from time to time.

ARTICLE IV RIGHTS AND OBLIGATIONS OF MEMBERS

4.1 Limitation on Management. The Members' have no rights to affect the business or affairs of the Company except as is expressly set forth in this Agreement.

4.2 Limitation of Liability. Each Member's shall have no liability for the debts and obligations of the Company except as is otherwise as set forth in the Code and other applicable law.

4.3 List of Members. A list showing the names, last known addresses, and Interests of all Members in the Company shall be maintained at the registered office of the Company.

4.4 Company Books. During the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents, including, without limitation, a copy of the Articles of Organization, copies of this Agreement, together with any supplements, modifications or amendments hereto, any prior operating agreements no longer in effect, written agreements by a Member to make a Capital Contribution to the Company, copies of the Company's federal, state and local income tax returns and reports and copies of all financial statements shall be maintained and preserved at the Company's registered office.

4.5 No Priority on Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses, or distributions, provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

ARTICLE V MEETINGS OF MEMBERS

5.1 Annual Meeting. An annual meeting of the Members may be held at such time as shall be determined by the Manager for the purpose of the transaction of such business as may come before the meeting.

5.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager at any time upon not less than ten (10) days prior written notice to all Members.

5.3 Place of Meetings. The Manager may designate any place, either within or outside the Commonwealth of Massachusetts, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be held at the office of the Company. Meetings may take place by conference call, video conference, and/or other electronic means, in which case the immediately preceding sentence shall not apply.

5.4 Notice of Meetings. Unless specified otherwise in this Article V, written notice stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than three nor more than twenty days before the date of the meeting, as set forth in Section 10.1 below, by or at the direction of the Manager, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at his or her address as it appears on the books of the Company, with postage thereon prepaid. If transmitted by way of email, such notice shall be deemed to be delivered on the date of such email transmission to the email address, if any, for the respective Member which has been supplied by such Member and identified as such Member's contact information.

5.5 Meeting of All Members. If all of the Members shall meet at any time and place, either within or outside of the Commonwealth of Massachusetts, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting all lawful action may be taken.

5.6 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

5.7 Quorum. A Majority-In-Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at a meeting.

5.8 Manner of Acting. If a quorum is present, the affirmative vote of a Majority-In-Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Articles of Organization, or by this Agreement.

5.9 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Manager of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

5.10 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if such action is sought by Majority-in-Interest.

5.11 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VI NET CASH FLOW, DISTRIBUTIONS; NET PROFITS AND LOSSES

6.1 Net Cash Flow Distributions During the Operating Period.

(a) Definitions. For purposes of this Section 6.1 the term “Net Cash Flow” is defined as the excess of “Company Cash Receipts During the Operating Period” over “Company Disbursements During the Operating Period.” An “Operating Period” shall mean the period of time for, during or after which Net Cash Flow is being calculated.

(1) “Company Cash Receipts” shall mean, without limitation, all cash received by the Company from whatever source in the ordinary course of its Business, including royalties and license fees, and product sales revenue, expressly excluding those described in Section 6.2 below.

(2) “Company Disbursements During the Operating Period” shall mean:

(i) Payment of operating expenses of the Company and all other expenses related to the formation or operation of the Company or the Business or incurred with respect to the Company Property, including management fees, if any;

(ii) Payment for any improvements made upon the Company Property and the purchase of capital assets;

(iii) The payment of amounts of principal and interest due on Company loans (including any Member loans and interest thereon);

(iv) Payment of expenses in connection with the sale of Company Property; and

(v) Such additional Reserves for future expenses as the Manager deems in its sole discretion reasonably necessary.

(b) Distributions During the Operating Period. The Net Cash Flow, if any, for each calendar year shall be distributed to the Members as determined by a Majority-In-Interest, as follows: subject to Section 6.4, after MDM and JMT has received total distributions in an amount equal to their cash Capital Contributions, which shall be returned as Net Cash Flow permits, any remaining Net Cash Flow shall be distributed to the Members in accordance with the Profit and Loss Percentage Interests under Section 2.1. Notwithstanding any provision to the contrary in this Agreement, unless otherwise agreed to by the Manager, to the extent of available Net Cash Flow only, the Company shall make distributions in amounts sufficient to provide the Members with annual distributions in an amount equal to the Net Profits of the Company allocated thereto for the calendar year in question multiplied by the highest effective combined marginal federal and state income tax rates of the Members for the calendar year in question.

6.2 Net Cash Flow Distributions Upon Sale, Exchange, or Other Disposition of All or a Portion of the Company Property.

(a) Definitions. For purposes of this Section 6.2 the term “Net Cash Flow from Sale of the Company Property” is defined as the excess of the “Selling Price” over “Company Expenses.”

(1) “Selling Price” shall mean, without limitation, the total gross selling price of the Company Property, or other compensation (including insurance proceeds), net financing proceeds, or other cash received not in the ordinary course of the Business (excluding royalties and license fees, and product sales revenue).

(2) “Company Expenses” shall mean:

(i) payment of commissions and selling or related expenses;

(ii) closing or settlement costs (including any accrued or outstanding interest to the date of sale or other triggering event);

(iii) the then principal amount of the outstanding liabilities of the Company to any party, and all unpaid interest thereon, including a Member;

(iv) any other expenses incurred or accruing relating to the Company Property; and

(v) the actual total unreturned cash Capital Contributions made by all of the Members as of the date of sale of the Company Property or other triggering event (if not already distributed to the Members out of cash flow pursuant to Section 6.1).

(b) Distributions Upon Disposition of All or a Portion of the Company Property. The Net Cash Flow from Sale of the Company Property shall be distributed to the Members, subject to Section 6.4, until the Members have received total distributions in an amount equal to their unreturned cash Capital Contributions, and then any remaining Net Cash Flow from Sale of the Company Property shall be distributed to the Members in accordance with their Profit and Loss Percentage Interests set forth under Section 2.1.

6.3 Allocation of Net Profits and Net Losses for Tax Purposes. The following shall be subject to the adjustment and reallocation as determined by the Manager under Section 3.8 above. Net Profits shall be allocated to the Members in the same ratio as cash is to be distributed under the provisions of Sections 6.1 and 6.2 above. Net Losses shall first offset prior income allocations and then be allocated to the Members in accordance with their Profit and Loss Percentage Interests set forth under Section 2.1. The foregoing allocations of Net Profits and Net Losses shall be subject to any special allocations required under or referable from Section 6.4 below.

6.4 Special Allocations.

(a) Qualified Income Offset. In the event any Member, in such capacity, unexpectedly receives any adjustments, allocations or distributions described in any Treasury Regulation Sections regarding depletion deductions, mandatory allocations under Treasury Regulations, family partnerships, the so-called varying interest rules, certain in-kind distributions, and distributions to the extent they exceed certain expected offsetting increases in a Member's Capital Account, items of Company income and gain shall be specially allocated to such Members in an amount and a manner sufficient to eliminate, as quickly as possible, the deficit balances in the Member's Capital Account created by such adjustments, allocations or distributions. Any special allocations of items of income or gain pursuant to this subsection (a) shall be taken into account in computing subsequent allocations of Net Profits pursuant to this Article VI, so that the net amount of any items so allocated and the Net Profits, Net Losses or other items allocated to each Member pursuant to this Article VI shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to this Article VI as if such unexpected adjustments, allocations, or distributions had not occurred.

(b) Section 704(c) Allocations. In accordance with Section 704(c) of the Code and the applicable Treasury Regulations issued thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company, shall, solely for tax purposes, be allocated among the Members 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 initial Gross Asset Value. In the event the Gross Asset Value of any Company Property is adjusted pursuant to this Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Section 704(c) of the Code and the Treasury Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose of this Agreement. Allocations made pursuant to this subsection (b) 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 Profits, Net Losses, other items or distributions pursuant to any provision of this Agreement.

(c) **Other Allocations.** The Manager shall make such other special allocations as are required in order to comply with any mandatory provision of the applicable Treasury Regulations or to reflect a Member's economic interest in the Company determined with reference to such Member's right to receive distributions from the Company and such Member's obligation to pay its expenses and liabilities.

(d) **Acknowledgment.** The Members are aware of the income tax consequences of the allocations made by this Article VI and hereby agree to be bound by the provisions of this Article VI in reporting their share of Company income and loss for income tax purposes.

6.5 Limitation Upon Distribution. No distribution shall be declared and paid unless, after the distribution is made, the value of the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

6.6 No Interest On or Return of Capital Contributions. No Member shall be entitled to interest on the Member's Capital Contribution or to the return of the Member's Capital Contribution, except as otherwise specifically provided for herein.

6.7 Loans to the Company. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company. Upon the affirmative vote of a Majority-In-Interest and Manager, the Company may from time to time borrow from one or more Members who agree to make a loan to the Company when such sums as are needed to cover operational or other costs or expenses of the Company on terms they agree to in their discretion.

6.8 Accounting Method. The books and records of account of the Company shall be maintained in accordance with the cash or accrual methods of accounting, if permitted, and as determined by the Manager.

6.9 Accounting Period. The Company's accounting period shall be the calendar year.

ARTICLE VII TRANSFERS OF MEMBERSHIP INTERESTS; SPOUSAL MATTERS

7.1 Limitations on Transfer of Company Interests.

(a) No Member shall sell, make an assignment, including an assignment for the benefit of creditors or transfer to a trustee or receiver for the benefit of his, her, or its creditors, give away, transfer, encumber, create a security interest in, or otherwise dispose of his, her, or its Interests, or any part thereof, or in the event the Member is a trust, transfer the ownership or control to any third party, or distribute its Interest to more than one beneficiary or to any third party, unless the Member shall have first obtained the written consent of all of the other Members, subject to the Regulations.

(b) None of the Members shall have the right to sell, assign, transfer, or convey any interest in the Company, except in strict accordance with the provisions hereinabove or hereinafter set forth in accordance within this Article VII.

7.2 Purchase of Deceased or Incompetent Member's Interests. Subject to Section 7.1 above and 7.4 below, upon the death or incompetency of a natural person Member, unless the deceased or incompetent Member's Interests are offered for sale pursuant to Section 7.2, for a period of one hundred fifty (150) days following his or her death or incompetency, as determined by the Member's physician, the other Members, in proportion to their Profit and Loss Percentage Interests, shall have the option to purchase all, but not less than all, of the Interests from such Member or such Member's estate for the fair market value thereof. For purposes of this Section 7.3 and any other provisions referring to this Section, the determination of fair market value shall be made as follows: the applicable personal representative, trustee, power of attorney, or guardian or other third party holder of the Interests shall meet with the remaining Members to attempt to agree upon a fair market value for the Interests without reduction for lack of market, lack of control, or lack of liquidity; if the parties cannot agree upon a fair market value for the Interests, then the matter shall be submitted to binding arbitration pursuant to Section 10.9 of this Agreement without the aforementioned reductions.

7.3 Effect of Assignment of Member's Interests. A Member's transfer or assignment of all or a portion of his, her, or its Interests (the "Assignor Member") shall not dissolve the Company, release the Assignor Member from liability to the Company under the Certificate of Formation, this Agreement or the Act, or entitle the assignee to participate in the business, voting, or affairs of the Company or to become or to exercise the rights of a Member unless the assignee is admitted as a Member as provided in Section 7.4 below. An assignee that has not become a Member is only entitled to receive, to the extent assigned, the share of distributions representing the return of contributions, and future distributions that would otherwise be allocable to the Interests assigned, and the allocations of Net Profits and Net Losses to which the Assignor Member would otherwise be entitled with respect to the assigned Interests, and the Voting Control Interests of the Assignor Member shall be automatically and proportionately transferred and assigned to the then-current and remaining Members and neither the Assignor Member nor the assignee shall have any Voting Control Interest.

7.4 Admission of Assignee as Successor Member. Upon the express written consent of All of the Members, an assignee of a Member's Interests shall become a Member with the rights and powers of a Member, including Voting Control Interests, to the extent of the Interests assigned, and shall be subject to the restrictions and liabilities of a Member under the Articles of Organization, this Agreement, and the Act. An assignee who becomes a Member shall also be liable for any obligations of his, her, or its assignor to make Capital Contributions and Additional Capital Contributions. An Assignor Member shall not be released from liability to the Company under the Articles of Organization, this Agreement, or the Act without the express written consent of All of the Members, whether or not the assignee becomes a Successor Member. An Assignor Member shall remain a Member without any Voting Control Interests until the admission of the assignee as a Successor Member. In the event an assignee is admitted as a Successor Member, the effective date of his, her, or its membership in the Company shall be the date of the Assignment unless otherwise provided in the written consent of All of the Members.

ARTICLE VIII ADDITIONAL MEMBERS

8.1 Additional Members. After the formation of the Company, any Person acceptable to All of the Members may become a Member of the Company for such consideration as All of the Members shall determine, and upon such event all of the Profit and Loss Percentage Interests and Voting Control Interests shall be equitably reallocated by the Manager, as applicable, which reallocation shall be subject to approval of a Majority-In-Interest. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at the time an additional Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to an additional Member for that portion of the Company's tax year in which an additional Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE IX DISSOLUTION AND TERMINATION

9.1 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

- (1) by the written agreement of a Majority-In-Interest; or
- (2) upon the entry of an order of dissolution under the Act,
- (3) upon any other Event Causing Dissociation, unless the Business is continued by the specific consent of at least one Member given within 90 days after such event and there is at least one remaining Member. Each of the Members hereby agrees that within the 60 days after the occurrence of an Event of Dissociation (and provided that there is at least one remaining Member of the Company), that they will consent, in writing, to continue the Business.

(b) Following the occurrence of any of the foregoing dissolution events, if the Company is not continued, a representative of the Company may execute and file a notice of winding up, as necessary, with the state.

9.2 Effect of Filing of Dissolving Statement. Upon the dissolution of the Company, the Company shall cease to carry on its Business, except insofar as may be necessary for the winding up of its Business, but its separate existence shall continue until articles of termination have been filed with the state or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

9.3 Winding Up, Liquidation, and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities,

and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager shall proceed to liquidate the Company Property, discharge the Company's obligations, and wind up its Business as promptly as is consistent with obtaining the fair value thereof. The proceeds of liquidation of the Company Property, to the extent sufficient therefor, shall be applied and distributed as follows:

(1) payment and discharge of all of the Company's debts and liabilities, including all costs relating to the dissolution, winding up, and liquidation and distribution of assets;

(2) establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amount of such reserves shall be deemed to be an expense of the Company);

(3) repayment of all Member or Manager loans and interest thereon;

(4) distribute the remaining assets to the Members, either in cash or in kind, as determined by the Manager, in accordance with the positive balance of each Member's Capital Account as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth under any applicable Treasury Regulations; and

(5) any balance shall be distributed among the Members in accordance with the Profit and Loss Percentage Interests set forth in Section 2.1 above.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation under any applicable Treasury Regulations, if any Member has a negative deficit Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation, and distribution of the assets, the Company shall be deemed terminated.

(e) The Members and the Manager shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

9.4 Articles of Termination. When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, articles of termination/dissolution shall be executed and filed with the state.

9.5 Return of Contributions; Non-Recourse to Other Members. Except as provided by law, upon dissolution each Member shall look solely to the assets of the Company for the return of the Member's Capital Contribution. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contribution of one or more Members, such Member or Members shall have no recourse against any other Member, the Manager, or the Company.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered to the party or to an officer or member of the party to whom the same is directed either (i) personally, (ii) by email transmission to the Member's or Manager's email address and a copy immediately sent by regular mail to the Member's or Manager's address, or (iii) sent by registered or certified mail, postage and charges prepaid, addressed to the Member's or the Manager's addresses on record with the Company, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein, any such notice sent by mail shall be deemed to be given two calendar days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

10.2 Application of Massachusetts Law; Entire Agreement. This Agreement and its application and interpretation shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof. Any prior or contemporaneous agreements between all or any of the Members relating to the subject matter hereof are hereby terminated and are no longer of any force or effect. Any legal action relating to this Agreement, or the enforcement or interpretation hereof may be brought in Massachusetts only.

10.3 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that he or she may have to maintain any action for partition with respect to any Company Property, and each Member acknowledges that his or her Interest is personal property and he or she has no interest in or ownership of any Company Property.

10.4 Amendments. This Agreement may not be amended except by the Majority In Interest, provided that any provision requiring the approval of All of the Members may only be amended by unanimous consent of the Members, or, if different, in accordance and as permitted by the Commission.

10.5 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney, and other instruments necessary to comply with any laws, rules, or regulations applicable hereto.

10.6 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa.

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

10.8 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

10.9 Rights and Remedies; Arbitration. The parties shall have all rights and remedies available at law, in equity, statute, ordinance, or otherwise. However, in the event any dispute or controversy arising out of this Agreement cannot be settled by the parties, such controversy or dispute shall be submitted to binding arbitration before one arbitrator in accordance with and subject to the Commercial Rules of the American Arbitration Association. Said arbitration shall be held in Massachusetts.

10.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

10.11 Heirs, Successors, and Assigns. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

10.12 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any other Person not a party hereto.

10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

10.14 Representations and Acknowledgments. Each Member represents and warrants that his or her Interest has been acquired under this Agreement for his or her own account, for investment, and not with a view to, or for sale in connection with, any distribution thereof, nor with any intention of distributing or selling such Interest, and that the Member will not transfer, or attempt to transfer, his or her Interest in violation of the Securities Act of 1933 or any other applicable federal or state law. Each Member, by executing and delivering this Agreement, hereby represents and warrants to the Company, the other Members, the Manager, and the third parties described or referred to herein that the: (a) Member understands that this Agreement provides severe restrictions on the ability to dispose of or encumber an Interest indefinitely and he or she may be unable to liquidate it in case of emergency; (b) Member has read and understands the provisions of this Agreement and the authority and control of the Manager; (c) Member understands the risks inherent in business; (d) Member is able to financially comply with his or her obligations hereunder and is capable of suffering a total loss of his or her Capital Contributions hereunder; (e) Member understands that the Internal Revenue Service may disallow some or all of the deductions to be claimed by the Company, that the Company involves a high degree of risk of

loss, and that no governmental agency has made any finding or determination as to the fairness of the attributes of the Company or this Agreement; (f) Member is aware that, except as otherwise expressly prohibited herein, the Manager, other Members, and affiliated Persons or organizations are presently, and may in the future be, engaged in businesses or ventures which are competitive with that of the Company, and the Member agrees and consents to such activities, even though there may be conflicts of interest inherent therein and he or she may not be invited to participate in such other businesses or ventures, and that engaging in such businesses shall not be deemed a breach of this Agreement or the Act or violate any applicable fiduciary duty; and (g) Member understands that all documents, records and books pertaining to the Company and the matters presented herein have been made available to Member and his or her advisors and Member is acquiring an Interest without having been furnished any offering literature or prospectus.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

OGEEZ BRANDS MA LLC

DocuSigned by:
BY: Bran Noonan
3E7A3476291A470...
Name: Bran Noonan
Title: Manager

MDM Prime, LLC (As Member)

DocuSigned by:
By: Bran Noonan
3E7A3476291A470...
Bran Noonan
Manager

JMT Prime MA LLC (as Member)

DocuSigned by:
By: Michael Crawford
10287DE7050D4B4...
Michael J. Crawford
Manager

David Dennis (As Member)

DocuSigned by:
David Dennis
2AC1BA01A15B435...

**AMENDMENT TO RESTATED OPERATING AGREEMENT
OF OGEEZ BRANDS MA LLC**

This Amendment to Restated Operating Agreement (the “Amendment”) is made and entered into as of 15th day of February 2023, by and between JMT Prime MA, LLC (“JMT”), David Dennis (“Dennis”), and MDM Prime LLC (“MDM”), who are the Members of OGEEZ BRANDS MA LLC, a Massachusetts limited liability company (the “Company”), and the Company.

WHEREAS, the parties entered into an Operating Agreement dated September 7, 2022 (“Initial Agreement”) and a Restated Operating Agreement dated December 23, 2022 (the “Agreement”), which restated and replaced that Initial Agreement, and agreed that it was restated, replaced, and superseded in its entirety by the Agreement.

WHEREAS, JMT has exercised its option to purchase and acquire additional ownership and profit and loss percentage interests in the Company in accordance with Article II, Section 2.1(d) and paid \$207,000.00 (of which \$7,000 was rent paid for January and February 2023) for an additional 6.93% interest in the Company.

WHEREAS, given JMT’s purchase of an additional 6.93% interest in the Company, the parties wish to amend Article II, Section 2.1(a) of the Agreement in accordance with Section 2.1(d) to reflect such change.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendment**. Article II, Section 2.1(a) of the Agreement is amended as follows:

Member	Capital Contribution	Ownership and Profit and Loss Percentage Interests	Voting Control Interest
MDM Prime, LLC	\$1,000,000.00	78.07%	78.07%
JMT Prime MA LLC	\$235,000.00	11.93%	11.93%
David Dennis	\$0.00	10.00%	10%

2. **No Other Changes**. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or Initial Agreement, the terms of this Amendment will prevail.

3. **Governing Law.** This Amendment and its application and interpretation shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts. This Amendment represents the entire agreement between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the day and year first above written.

OGEEZ BRANDS MA LLC

DocuSigned by:
BY: Bran Noonan
3E7A3476291A470...
Name: Bran Noonan
Title: Manager

MDM Prime LLC (As Member)

DocuSigned by:
By: Bran Noonan
3E7A3476291A470...
Bran Noonan
Manager

JMT Prime MA LLC (as Member)

DocuSigned by:
By: Michael Crawford
10287DE7050D4B4...
Michael J. Crawford
Manager

David Dennis (As Member)

DocuSigned by:
Dave Dennis
2AC1BA01A15D435...

OGEEZ BRANDS MA, LLC

BUSINESS PLAN

Executive Summary

OGeez Brands is Arizona's number one cannabis chewable brand, with over one million packages sold to date and a four-year track record of providing consumers with enjoyable and safe edibles experiences. A locally cultivated favorite, OGeez consistently competes with and outperforms larger multi-state chewables such as Wana, Kiva, and Wyld. It is regularly lauded by medical market patients, budtenders, and recreational users for its great taste, consistent dosing and effects, engaging brand, and unique product innovations. Partnering with local entrepreneurs, we will import this beloved Arizona brand to Massachusetts, taking the raw ingredients that have made OGeez so successful and adapting them to create a local edibles provider that can quickly meet the rapidly growing demands of this new market.

1. History Of The OGeez Brand

In 2017, Peggy Noonan, a longtime Arizona resident and cannabis advocate with deep experience building commercial kitchens, launched Copia Infusion, an Arizona-based cannabis infusion manufacturer, which rebranded last year as OGeez Brands. This was Peggy's second cannabis manufacturing company in Arizona — in 2014, Peggy first launched Cornacopia, which was one of the first scratch-made edible manufactures in the state. With Copia, Peggy experimented with a wide range of infused edible products in Arizona's growing medical cannabis market before finally arriving at what would become her blockbuster hit and signature product: OGeez gummies. Using a proprietary, highly specific, scratch-made, and cannabis-infused formulation, Peggy created an edible that delivered consistent and predictable cannabis dosing to patients without an overwhelming and unwanted cannabis flavor and aftertaste. As a cancer patient herself, Peggy understood the therapeutic benefits of cannabis and created OGeez to bring them in an accessible, non-inhalable, and tasteful form to medical market consumers.

The rapid launch of Arizona's recreational market in early 2021 brought with it a tremendous growth in demand for OGeez. The company's sales in Q4 of 2020 more than tripled relative to Q4 of the previous year. The operation expanded significantly, and the company successfully scaled its production to meet this new demand. Sadly, Peggy only witnessed the earliest days of this growth, as her cancer returned and she passed away in April 2021.

Now known as OGeez Brands, the company continued to carry on Peggy's mission, growing and expanding throughout 2021 and 2022, and adding new products and innovations to meet the demands of the maturing Arizona market. Given the incredible ongoing enthusiasm of our customers, we think it's time to bring our philosophy of "flavoring life" into other states, providing our unique, award-winning edibles to cannabis consumers across the country.

2. Founding Team

OGeez Brands MA will be led by a group of enthusiastic and experienced group of entrepreneurs, closely supported by the leadership and operations team from the parent company:

- **David Dennis, GM, OGeez Massachusetts:** A lifelong Massachusetts resident, aspiring entrepreneur and successful participant in the Cannabis Control Commission's social

equity program, David currently leads a large team managing retail investigations at TJX Corporation. Over the past year, he has been mentored by the successful owner of multiple MA dispensaries, gaining deep knowledge of the cannabis market and MA regulatory operating requirements.

- **Jacy Bolin, Facility Manager, OGeez Massachusetts:** An aspiring entrepreneur and nine-year resident of Massachusetts, Jacy co-founded the business Embellished Living in 2011 and continues to run day-to-day operations. She's also a committed volunteer with local non-profits.
- **Bran Noonan, CEO, OGeez Brands:** An attorney with 16 years' experience in employment/labor and commercial law and the emerging complexities of cannabis regulation, Bran succeeded his mother and OGeez founder, Peggy Noonan, as CEO in 2021.
- **Erik Diehn, COO, OGeez Brands:** Erik is a media, technology and consumer products executive with two decades of experience leading and growing businesses. Prior to OGeez, he served as CEO of top podcast company Stitcher, overseeing its 2020 sale to SiriusXM.
- **Michael Crawford, Investor:** A partner in The Prime Leaf, one of Tucson's most successful dispensaries, Michael is an attorney with 30+ years of experience. He's a former member of Tucson City Council, and early investor in the Arizona cannabis market and one of the state's only disabled owner/operators.

3. Market Opportunity And Assessment

With a full-time population of 4.5 million residents over 21 years old, and millions of annual visitors from neighboring states and around the world, Massachusetts has become one of the ten largest cannabis markets in the U.S. Over a third of the adults in the state in recent surveys claim to have used cannabis in the past, and we expect that number to grow with increased availability, broader social acceptance, expanded outreach and education, and rapid product innovation. Using our forecasts and projections from cannabis data companies, such as BDSA, we estimate that the Massachusetts adult-use market will grow to over \$2 billion by 2025.

MA cannabis revenue forecast, 2022-2025

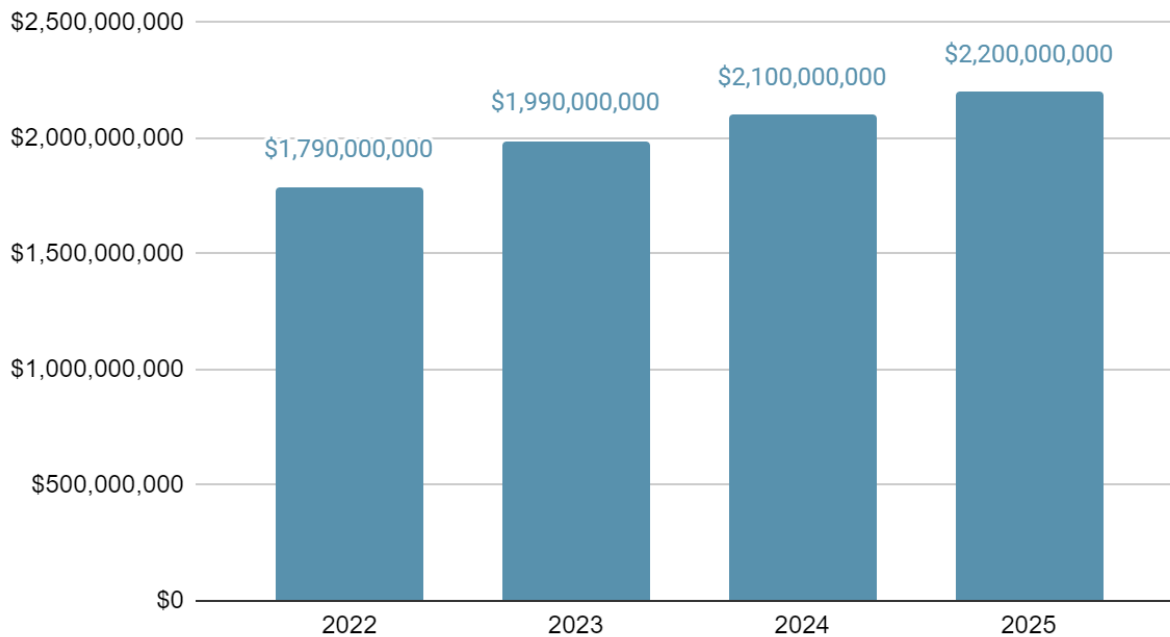


Chart 1 (Source: BDSA, OGeez Brands analysis)

In relatively mature legal U.S. adult-use cannabis markets, such as Arizona, Massachusetts, California, Oregon, Michigan and Illinois, edible products are responsible for 10% to 15% of total consumption. In recent years, growth in the edible segment has outpaced the overall market. Edible cannabis forms are increasingly the preferred choice of consumers, especially among those who are:

- **Health-conscious.** With no smoke or second-hand smoke risks, such consumers cite edibles as presenting fewer immediate health risks.
- **New to cannabis.** Edible forms make new consumers more comfortable trying cannabis products.
- **Focused on therapeutic benefits.** Consumers report better pain and anxiety relief from edibles.

Edible share of cannabis market by state

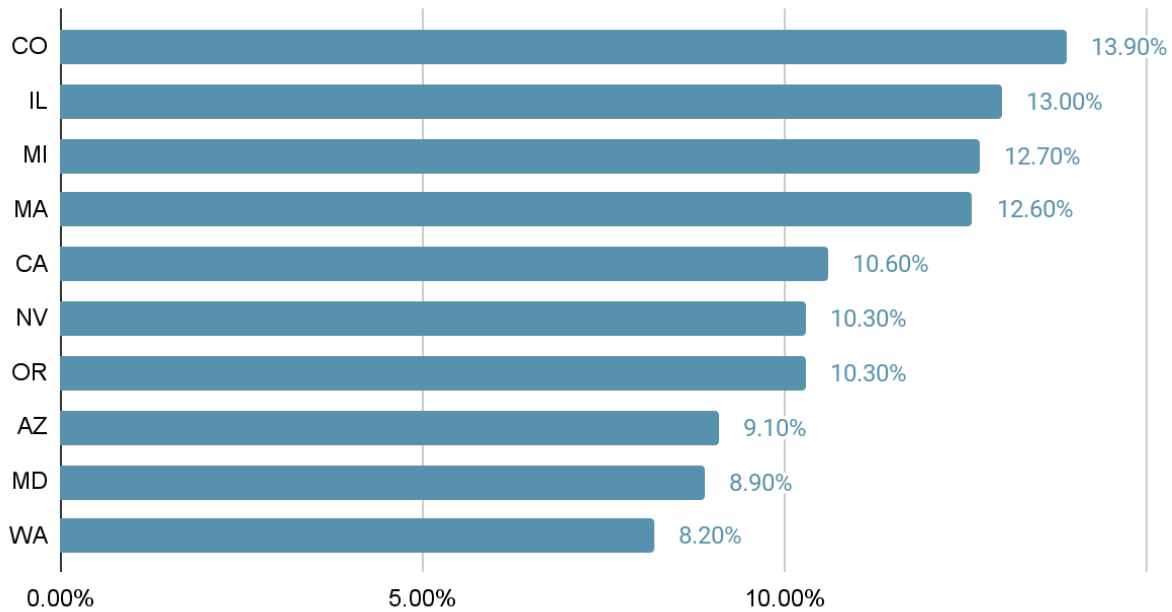


Chart 2 (Source: Headset.io)

Edibles frequently over index among female and older consumers, both of whom represent significant growth opportunities for the overall cannabis industry. See Chart 3 below.

Relative consumption index of edibles by generation and gender (0 = all forms)

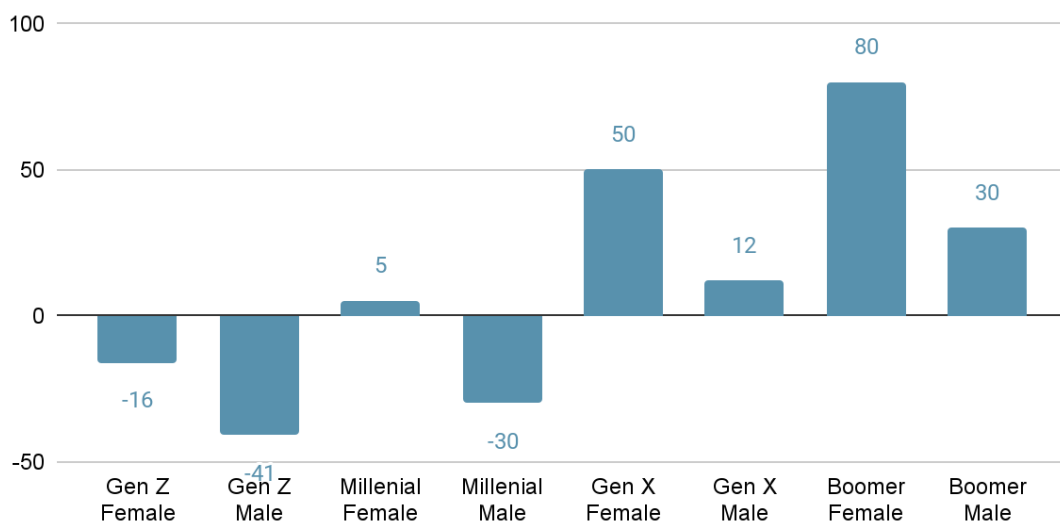


Chart 3 (Source: Headset.io)

Within the edibles market, the dominant subcategory is gummy candy, accounting for 70% of edibles sales in the U.S. Taffy/ caramels and chocolates account for another 10% each, respectively, with mints, gums, baked goods and other products making up the remainder. Consumers in established cannabis markets clearly prefer gummies for their consistent size and dosing, convenient form and packaging, resistance to melting and spoilage, variety of doses and strains, and potentially faster-acting effects, and competitive cost.

While Massachusetts's supply and variety of cannabis gummies has expanded significantly over the past four years since the launch of its recreational cannabis market, we believe consumers will welcome additional high-quality options that provide unique flavors, consumption experiences, and cannabis effects. As a proven leader in the competitive Arizona market, we believe our superior product – combined with efficient production, locally-focused marketing efforts, and broad distribution – can both satisfy the needs of existing MA edibles consumers *and* draw in new consumers to the cannabis edibles experience.

4. OGeez! - The Product

OGeez Brands' flagship product will be a gummy available in dosages of 5mg of THC per piece, with each package containing 20 gummies (for a total of 100mg). The gummy will be produced in a variety of flavors, including:

- Raspberry orange
- Blackberries and cream
- Orange and cream
- Tropical
- Watermelon

Our flavoring approach is to develop taste profiles more accessible to mass-market adult-use consumers than traditional strain-based products used to describe flower or other inhalables. Our flavors are carefully engineered to minimize unwanted cannabis flavors and aftertaste and provide a palate-pleasing and unique taste experience. Each gummy is an abstract, circular, drop-shaped chewable with a medium-firm texture.

OGeez gummies will be available in both indica and sativa strain-specific varieties, with additional innovative options, such as a 1:1 CBD/THC ratio and a unique "RSO" chewable made with full-spectrum cannabis distillate. We continue to research and will introduce other innovations, such as CBN-focused ratio chewables, which have been noted to act as a sleep aid.

In Arizona, OGeez products are regularly lauded by customers for their flavor profile, consistent dosing, positive and predictable experiences, therapeutic benefits, and excellent mouthfeel. To quote a few testimonials from enthusiastic customers:

- "Your edibles are the only ones I will buy. They work great!"
- "Amazing flavors, and I love your brand!"
- "I'm a disabled vet...I've lived half my life in crippling pain, unable to stand, walk or dance for prolonged periods of time... [I sampled] the new RSO. I cannot express how

amazing that high was for my body. I danced for six hours ... My pain was virtually gone and at no point did my disability flare up.”

5. Product and Market Positioning

As a brand, OGeez Brands focuses on enjoyable, relaxed, consistent, and safe cannabis use. We want to be the go-to product for consumers who want to enhance their lives with consistent and enjoyable cannabis products in a great-tasting, transportable and non-inhaled form. OGeez Brands’ target market segments are those looking for the get-togethers, the quiet moments, the walks in the woods, and the carefree days on the Cape. We want to create products that give consumers positive experiences but do not overwhelm them.

In Arizona, OGeez Brands successfully competes with a range of high-quality, well-produced chewable products. OGeez Brands’ focus on friendly accessibility, inclusiveness, and casual experience helps it stand out from this crowd. That upbeat brand image, combined with the quality of the product and the company’s local roots, led OGeez Brands to becoming the **#1 selling gummy by sales and volume in Arizona in 2021** (Source: Leaflink, BDSA), despite new market entrants and intense competition. And while Massachusetts will be the second market for OGeez, our founding team’s local roots and community connections will help us build the same hometown-brand reputation in this new state.

6. Manufacturing and Distribution

OGeez Brands gummies are hand-made from scratch, using a simple but precise combination of food ingredients, cannabinoids and terpenes. The formulation process uses induction burners, eliminating the need for natural gas, heavy kitchen equipment, and associated extensive ventilation system. Each gummy is carefully injected into custom-made silicone molds, resulting in a final product that is consistently sized, weighted, flavored and dosed.

While we have experience extracting distillate oil from flower, we will seek to source distillate oil from Massachusetts cultivators and manufacturers directly and avoid building out a costly and odor-emitting extraction operation. To that end, we have begun initial discussions with multiple local distilled oil manufacturers (several of whom are valued vendor and retail customers in Arizona).

We have revised and refined our packaging in Arizona to meet changing consumer tastes and regulatory requirements, and will use similar packaging in Massachusetts, carefully observing all relevant state regulations. Our packages will be opaque (*i.e.* windowless) and child-resistant, with clear warning labels, symbols, consumption guidance, and all other regulatory requirements.

Our products will be distributed as widely as possible across Massachusetts. Given the state’s compact size, we expect to deliver to dispensaries across the entire state directly from our production facility, which we are planning will be in Hopedale.

We will rely heavily on field marketing and in-store promotion to market our product, including budtender training, consumer education, strategic discounting and promotions, point of sale optimization, and in-store events. Beyond in-store promotion, we will also utilize additional legally permissible marketing strategies to increase general brand awareness among

Massachusetts consumers. Where appropriate and legal, we will use event marketing and sponsorship to augment our efforts.

7. Financial Projections

We anticipate profitability in the second full year of operations. With the edible market growing in Massachusetts, we believe our combination of quality, price point, experience, and local activation will help us achieve significant market share by 2024.

We have sufficient capital from our investors for our initial facility build out and an extended period of operating losses.

Detailed financial projections are available upon request.

OGEEZ BRANDS MA, LLC

LIABILITY INSURANCE PLAN

In obtaining the appropriate liability insurance for Ogeez Brands MA, LLC, to operate as a wholesale manufacturer in Massachusetts, the company will, and has already, coordinated with its insurance broker, which has experience in brokering and obtaining coverage for companies in the cannabis industry, including cannabis manufacturers, and has obtained comprehensive liability insurance coverage for cannabis manufacturer MDM Prime, LLC.

Our broker has identified the minimum following categories of protection that it will address when in crafting an insurance program for the company:

1. General liability coverage;
2. Product liability coverage;
3. Property coverage, such as physical assets (including furniture, fixtures, and equipment) along with loss of income due to a covered cause of loss and equipment breakdown;
4. Workers compensation coverage;
5. Automobile coverage;
6. Specialty coverage, such as directors and officers, cyber/network privacy liability, employment practices liability, and health insurance;
7. Excess liability/umbrella coverage.

When we apply for coverage, we will work with our broker to create an insurance program specific to our operations and exposure, including having policy limits that are required by law, specifically, as required in 935 CMR 500.105(10) and commercially reasonable limits of liability per occurrence that protects the company and others, which will not be less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually for at least product and general liability insurance. The deductible for each will be no higher than \$5,000 per occurrence.

Once awarded a license, we will work with our broker to complete the necessary applications so it can approach the marketplace to develop options for our consideration. They have informed us that, as a cannabis manufacturer, there are several insurance programs that will compete for our business and that it anticipates having multiple options for consideration

OGEEZ BRANDS MA, LLC

ENERGY COMPLIANCE PLAN

OGeez Brands is committed to operating in a sustainable manner, with the smallest environmental and carbon footprint possible within the constraints of our scale and resources. As a product manufacturer, we are less resource intensive than cultivation operations, and many of our processes are inherently low footprint:

- We cook and heat our products using induction burners and electric convection warmers; we require no natural gas as part of our production process
- Our water needs are modest and can be fulfilled using in-house distillation processes
- Except in cleaning processes, we do not use toxic chemicals, fertilizers, solvents, etc.
- We have very little odor or fume output

We recognize, however, that we have many opportunities to further reduce our impact on the global and local environment. As we design our Hopedale production facility and adjust our operating processes in advance of opening, we will undertake the following additional measures:

- Consider heat pumps and/or high-SEER heating and cooling units for facility HVAC
- Ensure the building is properly insulated and weather sealed
- Examine the feasibility of installing solar at the facility
- During the design process, identify potential energy-saving measures such as natural lighting
- Investigate and potentially employ strategies to reduce electricity demand such as timed and motion-controlled lighting, smart thermostats, and active load management
- Engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants
- When cost, charging accessibility and other factors permit, investigate the use of electric or hybrid vehicles for product transportation

While our production process requires a relatively lightweight energy and environmental footprint, we recognize that we are only one part of an extended cannabis supply chain. As such, we will seek to influence the footprint of the overall industry by including environmental practices in our consideration of potential cannabis distillate providers.

OGEEZ BRANDS MA, LLC

QUALIFICATIONS AND TRAININGS FOR EMPLOYEES / AGENTS

OGeez Brands MA will employ people in full-time, part-time, hourly and salaried roles, primarily on-site at our Hopewell, MA location. As noted in our Personnel Plan, all potential employees must:

- Be legally permitted to work in the United States of America
- Be 21 years of age or older
- Successfully pass a background check that complies with Commission requirements
- Otherwise qualify for and receive a Marijuana Agent license issued by the commission

Specific job qualifications, responsibilities, and authority will vary by role and seniority, and may change as the business and market requires. Some of our currently planned roles – and the qualifications required for them – include:

- **General Manager:** Tasked with supervisory oversight of OGeez Brands MA, the GM will exercise broad authority to manage every part of day-to-day operations. He or she will also work with the executives at the parent company and investors to help chart the long-term direction of the business. The role requires management experience; operational expertise in product manufacturing, retailing, or a similar industry; financial acumen; and familiarity with relevant regulations.
- **Production Manager:** The production manager will oversee daily production of OGeez gummies, managing hourly production employees and ensuring the required volume of products are produced at the highest possible quality. Qualifications include food, beverage or product manufacturing experience; hourly workforce management; quality control and process improvement; and supply chain management and planning.
- **Director of Finance and Administration:** The director of finance and administration manages non-production financial and administrative processes, including bookkeeping, purchasing, collections, IT, service contractors, and other supporting functions. The director must have experience with bookkeeping, accounting, and general administrative support.
- **Inventory and Fulfillment Manager:** This role is responsible for tracking the company's inventory, planning order fulfillment, and overseeing transportation staff. In addition to general training listed below, the inventory manager will receive additional, specific training on inventory and transportation regulations. Qualifications include previous inventory and fulfillment management in a similar industry and some supervisory responsibilities.
- **Cook:** Cooks are responsible for the first stage in the gummy production process, preparing and combining the ingredients and forming the products. They require some experience in food preparation and an exacting eye for detail.
- **Packager:** Packagers complete the production process, fill bags with finished gummies, perform quality checks, and label and pack bags for shipment. This is an entry level job, but still requires the core minimum of qualifications necessary for all of our roles.

- **Driver:** Drivers transport packed boxes of gummies to other Marijuana Establishments, and serve as a customer-facing brand representative while on site performing deliveries. They must have valid drivers' licenses with clean driving records, good interpersonal skills, and ideally some experience in delivery, transportation or logistics.

Required training

All employees will undergo an onboarding and initial training process upon hire, and will receive additional training on an annual basis. Each employee will receive at least eight hours of training per year employed. The eight hours of annual training will be tailored to the roles and responsibilities of the job function of each employee. Initial training will be completed within the first 90 days of employment.

Training courses will include:

- A minimum of four hours of training from a Responsible Vendor Training Program conducted by a certified vendor approved by the Commission
 - Initial training will cover the Basic Core Curriculum, which will include:
 - Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product, especially as it pertains to edibles
 - The amount of time to feel impairment
 - Visible signs of impairment
 - Recognizing the signs of impairment
 - Diversion prevention and prevention of sales to minors, including best practices
 - Compliance with all tracking requirements
 - Acceptable forms of identification; training shall include:
 - How to check identification
 - Spotting and confiscating fraudulent identification
 - Patient registration cards currently and validly issued by the Commission
 - Common mistakes made in identification verification
 - Prohibited purchases and practices, including purchases by persons younger than 21 years of age in violation of M.G.L. c. 94G, § 13
 - Other key state laws and rules affecting Marijuana Establishment Agents, which will include:
 - Conduct of Marijuana Establishment Agents

- Permitting inspections by state and local licensing and enforcement authorities
 - Local and state licensing and enforcement, including registration and license sanctions
 - Incident and notification requirements
 - Administrative, civil, and criminal liability
 - Health and safety standards, including waste disposal
 - Employees, contractors and visitors prohibited from bringing Marijuana and Marijuana Products onto licensed premises
 - Permitted hours of operation
 - Licensee responsibilities for activities occurring within licensed premises
 - Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program
- Additional training will draw from relevant topics in the Advanced Core Curriculum
 - Each class will be approved by the Commission prior to offering
 - Topics will be assigned to employees as required by their individual roles
 - Topics covered in advanced training will include:
 - Product Manufacturing
 - Transportation
 - Implicit Bias and Diversity Training
 - Food Safety and Sanitation
 - Confidentiality and Privacy

Other training will be conducted on specific internal processes and procedures relevant to the employee's role, and will include on-the-job training. Non-production administrative employees will not be required to complete the four-hour core curriculum, but may elect to do so as part of their eight-hour annual training requirement.

All training will be logged with employee confirmation of completion. Such records will be maintained for four years and we will make such records available for inspection on request.

OGEEZ BRANDS MA, LLC

MAINTENANCE OF FINANCIAL RECORDS

OGeez Brands MA will maintain financial records of the business using generally accepted accounting principals (GAAP). All financial transactions and records of assets and liabilities will be recorded in our accounting software, access to which will be restricted to authorized employees and our outside accounting firm.

As we are not a retail operation, we will not be required to collect information on individual consumers or their purchases, and are not subject to 935 CMR 500.140. We will, in our sales and fulfillment management software, maintain information on:

- Sales to other Marijuana Establishments, including that Establishment's name and license information
- The type, quantity, and value of all sales transactions
- Order, shipment and delivery dates
- All credits and/or product returns
- Photographs of the product and product packaging
- All vendor samples distributed

Financial records will be retained and maintained as described in our Recordkeeping Procedures.

OGEEZ BRANDS MA, LLC

PERSONNEL POLICIES

As a cannabis products manufacturer, OGeez Brands MA will employ a diverse workforce across a variety of production, sales, and administrative roles in full-time, part-time, hourly, and salaried capacities. The majority of the workforce will be located at our Hopedale facility, with some employees situated remotely throughout the Commonwealth.

1. Roles

Key roles in our Massachusetts operation will include:

- General Manager
- Director of Operations
- Director of Finance
- Director of Human Resources
- Production Manager
- Inventory and Fulfillment Manager
- Cook
- Packager
- Driver
- Marketing Manager

When hiring for these roles, we will:

- Adhere to our Diversity Plan and Disproportionate Impact Plan, tracking diversity hiring progress and reviewing our performance on a regular basis
- Require prospective employees to be 21 years of age or older, pass background checks, and meet other requirements as specified in 935 CMR 500.030 in order to successfully obtain an Agent Registration Card
- Check all provided references prior to employment
- Conduct training appropriate to the role upon hiring and again each year of employment to meet the Commission's training standards
- Maintain and retain records of hiring and employment in compliance with Commission regulations

2. Operating procedures

Regardless of role, compensation structure, seniority, or location, our employees will be expected to thoroughly understand and adhere to our company and personnel policies. We will provide employees with access to our Employee Handbook, and as relevant to the role they perform, our Standard Operating Procedures. Our SOPs cover:

- Security measures in compliance with 935 CMR 500.110
- Employee security policies, including personal safety and crime prevention techniques (proper lock-up, visitor policies, etc.)
- Storage and waste disposal of cannabis distillate and finished Marijuana Products
- Detailed descriptions of, and production procedures for, our cannabis gummy products
- Procedures to ensure accurate recordkeeping
- Quality control procedures and policies, including:
 - Quality control sample distribution
 - Cleaning protocols
 - Testing procedures
 - Safe operating temperatures and conditions
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies
- Policies for maintaining confidential records and other confidential information
- Cash handling procedures
- Workplace safety procedures and policies
- Inventory management, including methods for identifying and correcting for inaccuracies in inventory
- Product transportation and delivery
- Product recall plans
- Incident reporting procedures
- Financial processes
- Procedures to encourage and improve resource conservation and energy efficiency

3. Employee policies

In tandem with our operating procedures, our employee policies will help create a safe, compliant workplace. These policies:

- Prohibit the use of alcohol, tobacco and drugs (including cannabis) in the facility and during working hours
 - Including a prohibition on the consumption of distributed Quality Control samples on premises or during work hours
- Provide clear guidance for handling employee illness

- Define appropriate standards for workplace language and interpersonal conduct
- Require immediate dismissal, with prompt notification to the Commission of said dismissal, of any employee who:
 - Diverts marijuana, distillate, or finished cannabis products
 - Engages in unsafe operational practices
 - Is convicted of or enters a guilty plea of a felony drug offense involving distribution to a minor in the Commonwealth or any other jurisdiction
- Document our code of ethics
- Provide a clear whistle-blower policy
- Document our policy of notifying persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> and includes provisions prohibiting discrimination and providing reasonable accommodations

We will maintain a staffing plan that will demonstrate accessible business hours in compliance with 935 CMR 500.105(9)(d)(3).

We will develop and retain employee security policies, including personal safety and crime prevention techniques, to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq. (“Act”), including the general duty clause under 29 U.S.C. § 654, whereby we:

1. Will furnish to each of our employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;
2. Will comply with occupational safety and health standards promulgated under the Act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.

4. Records

In accordance with 935 CMR 500.105(9), we will maintain a personnel record for each employee and volunteer, retaining all records for a period of at least twelve (12) months after termination. These records will include, at a minimum, the following information:

- a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
- b. Documentation of verification of references
- c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time,

and place he or she received said training and the topics discussed, including the name and title of presenters

- e. Documentation of periodic performance evaluations
- f. A record of any disciplinary action taken; and
- g. Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2)

We will ensure that all employee records and confidential information involving employees and customers are kept confidential, except as otherwise required by law or court order. All physical copies of confidential information and employee records shall be kept in a locked file cabinet and only limited designated managers will have access to such. All electronic copies of confidential information and employee records shall be kept in a password-protected file and only limited designated managers will be provided with the password to access such password-protected file.

We will retain personnel records in accordance with 935 CMR 500.105(9), as detailed in the Recordkeeping plan separately submitted herewith.

OGEEZ BRANDS MA, LLC

QUALITY CONTROL AND TESTING PLAN

Edibles customers demand a consistent and safe experience, so at OGeez Brands we invest in the infrastructure and processes necessary to deliver the same high-quality product in every package we ship out the door. We aim to meet or exceed regulatory demands for quality control and testing standards, and our resulting policies and procedures will be fully compliant with 935 CMR 500.105(3) and 500.160.

1. Facility design

Quality control starts with the facility in which we produce our products, and drawing on our years of experience in Arizona, our plan for our Massachusetts location will provide us with a secure, safe, sanitary and efficient base of operations. Using design and construction teams with deep experience in both cannabis and food production, we will meet all sanitation requirements in 105 CMR 500.00, and, as an edible manufacturer, 105 CMR 590.000. As an overarching matter, as amplified below, all employees whose job includes contact with finished marijuana products are subject to the requirements for food handlers and shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness and washing hands.

Key design features that support our quality control processes and ensure regulatory compliance include:

- Food-grade stainless steel tables for ingredient and product preparation
- A secure packaging area to reduce the risk of contamination during the packaging process
- Hand-washing stations at the entrance to production areas and throughout the production workspace, all of them with running water at a suitable temperature and accompanied by sanitary towels and/or other hand drying devices
- Sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations
- Floors, walls, and ceilings constructed using materials and techniques that allow for regular and thorough cleaning and sanitation
- Adequate safety and task lighting in all processing areas, storage areas, and equipment and utensil cleaning stations
- Elements such as movable workstations to allow for the regular and thorough cleaning and sanitation of the building and all installed fixtures
- Separate storage areas, fully segregated from finished products or any raw materials, for toxic items such as cleaning supplies
- Water supply sufficient to provide safe and potable water for all the facility's needs
- Plumbing sized, installed, and maintained to carry sufficient quantities of water to all required locations with the facility, and no cross-connection between potable and wastewater lines

- Toilet facilities adequate for the planned number of on-site employees, maintained in sanitary conditions and good repair
- Refrigerated and sealed storage as needed for perishable ingredients or any ingredient that can support the rapid growth of undesirable microorganisms
- Separate, locked storage for finished products in sealed containers that protects them from physical, chemical, and microbial contamination as well as against the deterioration of the products themselves or their packages
- Delivery vehicles designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the Marijuana Products or Edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c) (see: Transportation Plan)
- Dishwashing facilities sufficient to thoroughly clean and sterilize all trays, dishware and utensils used in the production process after each use
- Separate changing areas for employees to don uniforms and required personal protective equipment

2. General quality control policies

Our standard operating procedures include general policies designed to ensure the quality, consistency, and safety of our products. For our Marijuana Establishment Agent employees who work in the production facility and/or who many come into contact with products or raw ingredients, these policies require:

- Consistent use of uniforms and personal protective equipment to reduce contamination of workspaces and surfaces
- Maintaining adequate general personal cleanliness
- Handwashing by all employees before starting work and at any other time when hands may have been soiled or contaminated (e.g. after breaks or after disposing of waste)
- Prompt removal of all waste and litter to minimize the development of unwanted odor and minimize the risk of attracting and/or harboring pests
- Notification by employees to supervisors of any sickness or feelings of unwellness prior to and during working shifts; upon notification, prompt removal of sick employees from the workspace until cleared to return
- Additional measures as required to comply with 105 CMR 300.000: Reportable Diseases, Surveillance, Isolation and Quarantine Requirements
- Properly closing, sealing and storing raw material containers after use
- Strict adherence to all recipes, formulations, and ingredient measurements

- Use of sanitizing agents registered by the U.S. Environmental Protection Agency, in accordance with labeled instructions

All our production SOPs will ensure that all edibles are prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments.

We will perform ongoing quality control inspections at each stage of the production process, using measurements and visual references to check for product consistency, shape, color, and evidence of any contamination or spoilage.

3. Cleaning procedures

We will implement clear and specific procedures for cleaning the production facilities, cooking wares, and utensils during and at the conclusion of each shift to ensure that they are maintained in a clean and sanitary condition. Specifically, our procedures include instructions for:

- Prepping and cleaning workstations
- Three-compartment sink preparation, usage and cleaning
- Dish and kitchenware cleaning during production process
- Depositor and other automation cleanings
- End-of-shift cleaning
- Regular, thorough facility cleaning
- HVAC equipment inspection and maintenance

4. Testing procedures

To ensure the ongoing consistency and quality of our final product, we will use an independent testing laboratory to test the quality and composition of both the source cannabis distillate oil we acquire for use in our production process and our packaged cannabis edibles products. Our internal policies require that every batch of product shipped for sale be associated with source distillate and final passing product test results within our inventory management system, providing full supply chain test traceability to retailers, regulators and consumers.

When contracting with a third-party independent testing laboratory, we will require that laboratory be licensed by the Commission and be in compliance with the protocols established in accordance with M.G.L. c. 94G, § 15.

We will test our source distillate and finished products for, at a minimum:

- Mold
- Mildew
- Heavy metals

- Plant growth regulators
- Pesticides
- Cannabinoid profile
- THC potency, subject to a variance of no greater than +/- 10% of the labelled single-serving potency of the product
- Any other components required by the Commission

In the event a batch of finished products tests outside the acceptable internal or regulatory range (per the testing protocols identified in 935 CMR 500.160(1)) of any testing category, our written operating procedures require that:

1. If feasible, we first re-analyze the product using a second sample from the same batch sent to our primary independent testing laboratory
2. If the second sample passes the test failed during analysis by the first laboratory, we will confirm those results with a second test of the same batch sent to a secondary independent testing laboratory
3. If the second lab provides passing results, we will consider that batch to have passed testing
4. Should the product batch fail secondary testing, or if secondary testing is not feasible, the product batch will be considered ineligible for sale unless remediation of the failed test is possible
5. After attempting remediation, a new sample from the product batch will be submitted for re-testing with our primary testing laboratory
6. If the remediated product fails testing, or if remediation is not feasible, the product batch will be marked ineligible for sale and scheduled for destruction and disposal

If source distillate fails testing and cannot be remediated, that distillate batch will be prevented from being used in production and will be scheduled for disposal. The Commission will be notified within 72 hours of the acceptance of failed test results and either unsuccessful remediation or a decision to dispose of products without remediating, and that notification will include our plan of action for the destruction of the product and assessment of any potential source of contamination.

Test results will be retained for at least one year. Products' expiration dates will be set to ensure that they are marked expired no more than one year following the date of product testing. No expired products will be sold or shipped, and expired products will be marked for destruction and disposal.

All transportation of products to independent testing laboratories will be done in compliance with our Transportation Plan and 935 CMR 500.105(13).

5. Disposal procedures

Marijuana products and source marijuana distillate batches that are designated for destruction and/or disposal will be stored in a locked cabinet in a secure area separate from other finished products or raw materials. Destruction and disposal will take place at scheduled times, and will be performed by at least two Marijuana Establishment Agents. Destruction of raw distillate and finished Marijuana Products will entail:

- Measurement of the total volume of product or material destroyed
- Mixing the product or material with a sufficient quantity of food-grade white vinegar so as to meaningfully dilute and degrade any THC present in the material, dissolve and liquify food components add a noticeable unpleasant odor, and create a highly repellent flavor
- Storing the dissolved and destroyed product in a sealed disposal container and until it can be disposed of in accordance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21, §§ 26 through 53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Permit Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; Federal Clean Water Act, 33 U.S.C. 1251et seq., National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122: EPA Administered Permit Programs: The National Pollutant Discharge Elimination System; 314 CMR 7.00: Sewer System Extension and Connection Permit Program)
- Creating an electronic record of the destruction and disposal of the materials that logs:
 - The time and date of the destruction and disposal
 - The type and quantity disposed
 - The manner of destruction and disposal
 - The location of disposal or other handling
 - The names of the two Agent employees performing the disposal, along with their signatures

Records associated with the destruction and disposal of Marijuana and Marijuana Products will be retained for no less than three years.

OGEEZ BRANDS MA, LLC

PRODUCT PLAN – SAFETY PLAN FOR MANUFACTURING

Safety plan

Our edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

We will meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: Air Pollution Control, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. As we do not cultivate marijuana, extract distillate from marijuana, or prepare our products using gas-powered cooktops, we anticipate minimal release of any pollutants or noxious odors.

As also noted in our Personnel Plan, our Standard Operating Procedures will provide explicit guidance to employees to ensure our production process remains safe and consistent, and protected against accidental or intentional product diversion. Product-specific SOPs include procedures covering:

- Methods for identifying, recording and reporting diversion, theft or loss, including detailed procedures for documenting and reporting discrepancies during regular inventory audits
- Managing voluntary product recalls that promptly remove from sale and products deemed unsafe, defective or noncompliant by the Commission or any Marijuana Establishment
- Identifying, tagging, isolating, destroying and disposing of defective or contaminated products, compliant with 935 CMR 500.105(12)
- The transportation of finished products and testing samples, as further outlined in our Transportation Plan
- Acquisition and storage of THC distillate
- Cleanliness and sanitation requirements
- Product catalog updates, including a product description, photograph or illustration, packaging design, and dosage amounts, including expected cannabinoid profile
- Provision of vendor samples to a marijuana retailer and/or quality control samples, including methods by which we will adequately track, record, and document all samples developed on, or provided from, the facility in satisfaction of 935 CMR 500.130(8)

All finished products will be tested to the standards of 935 CMR 500.160, as outlined in our Quality Control and Testing Plan. Test results will be associated with each package using our inventory management system.

OGeez agents will maintain adequate personal cleanliness along with attention to hygiene-supporting policies and procedures. All OGeez agents will wash their hands thoroughly before starting work, and at any other times when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, and suitable drying devices. All OGeez agents will also wear food-grade disposable gloves when handling marijuana and in the creation of marijuana products.

All surfaces, utensils and equipment within the facility will be cleaned frequently in order to ensure that they are kept in a clean and sanitary condition. Surfaces and equipment will be sanitized with a sanitizing agent registered by the EPA and used in accordance with the labeled instructions.

Food material used in the preparation of marijuana products will be acquired from appropriate sources. Any and all materials used in the production of marijuana products that can support the rapid growth of undesirable microorganisms will be stored in a manner that prevents the growth of such microorganisms, such as proper refrigeration or other appropriate storage. All food products will be properly stored in their original containers and will remain properly labeled. Marijuana products and food products used in the production of marijuana products will be maintained in good condition and will be unadulterated.

The facility has ample space for placement of equipment and storage of materials necessary for maintaining sanitary operations. Litter and waste will be properly removed and disposed of to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

Any and all toxic materials will be properly identified and stored in a manner that protects against contamination of marijuana products. Proper safety and cleanliness procedures will be visibly posted or easily accessible in the facility. OGeez water supply will be sufficient for necessary operations.

OGEEZ BRANDS MA, LLC

RECORDKEEPING PLAN

OGeez Brands MA will maintain clear, well-organized records of all aspects of its business in electronic form and, where relevant, with written copies stored for backup, review and inspection. We will record all information as required by all sections of 935 CMR 500, and will retain records for no less than any time period specified in those regulations.

1. Written operating procedures

Master copies of our standard operating procedures will be maintained electronically with revision dates noted and strict access controls. Current, written operating procedures will be available for inspection by the Commission, including procedures and documents covering:

- Security measures in compliance with 935 CMR 500.110
- Employee security policies, including personal safety and crime prevention techniques
- A description of our hours of operation and after-hours contact information, which will additionally be made available to Law Enforcement Authorities on request, and updated pursuant to 935 CMR 500.000
- Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105(11) and (12)
- Descriptions of the marijuana products we produce and sell
- A standard price list for our marijuana products and any other available products
- Procedures to ensure accurate recordkeeping, including inventory protocols for Transfer and inventory in compliance with 935 CMR 500.105(8) and (9)
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d)
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies
- Alcohol, smoke, and drug-free workplace policies
- A plan describing how confidential information and other records required to be maintained confidentially will be maintained
- Per our Personnel Plan, a policy for the immediate dismissal of any Marijuana Establishment Agent who has:
 1. Diverted marijuana or marijuana products, which shall be reported to Law Enforcement Authorities and to the Commission
 2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or

3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of any other jurisdiction
- A list of all board of directors, members and executives of OGeez Brands MA (which shall be made available not just to the Commission but on request by any individual, and may be available on our web site)
 - Policies and procedure for the handling of cash in our facility and within company transportation vehicles, including, but not limited to, storage, collection frequency, and transport to financial institution(s)
 - Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old
 - Policies and procedures for energy efficiency and conservation that include:
 1. Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities
 2. Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable
 3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
 - Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby we:
 1. will furnish to each of our employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to those employees
 2. will comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.

2. Business and financial records

Per our Maintenance of Financial Records Plan, we will maintain electronic records of all of our:

- Assets and liabilities

- Monetary transactions
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
- Sales records, including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment

3. Personnel records

We will keep electronic and written records, available for inspection, of:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Marijuana Establishment Agent; such records will be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and will include, at a minimum, the following:
 1. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
 2. Documentation of verification of references;
 3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 4. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 5. Documentation of periodic performance evaluations;
 6. A record of any disciplinary action taken; and
 7. Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions
- Personnel policies and procedures, including, at a minimum, the following:
 1. Code of ethics
 2. Whistle-blower policy
 3. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link

and includes provisions prohibiting discrimination and providing reasonable accommodations

- All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI)

4. Inventory records

Real-time inventory will be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d) including, all marijuana distillate purchased for use in production, all marijuana products we produce; and all damaged, defective, expired, or contaminated marijuana distillate and marijuana products awaiting disposal. We will also maintain written backup records for inspection of all transactions in the Seed-to-sale SOR Electronic Tracking System for all marijuana products as required by 935 CMR 500.105(8)(e).

OGEEZ BRANDS MA, LLC

DIVERSITY & INCLUSION PLAN

OGeez Brands MA, LLC (“OGeez” or “Company”) is committed to creating and sustaining a robust policy of inclusivity and diversity. OGeez recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. OGeez’s Diversity & Inclusion Plan is designed to promote equity among people of color, women, veterans, people with disabilities, and people who identify as LGBTQ+. The Company will make every effort to employ and advance in employment qualified and diverse people at all levels within the Company.

Goals

OGeez has developed specific goals, including:

1. Increasing the number of individuals falling into the above-listed demographics working in the establishment; and
2. Providing tools to ensure the success of individuals falling into the above-listed demographics.

Program

1. Diversity Recruitment and Sourcing

OGeez will establish and maintain an inclusive and diverse workforce through recruitment of underrepresented and minority communities. OGeez has developed strategic initiatives to ensure a diverse and qualified staff stands ready to serve the company’s needs.

OGeez recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Hosting two career days quarterly within the Town of Hopedale with preference for hiring qualified diverse individuals in the above-listed demographics;
- Advertising employment opportunities in diverse publications including newspapers of general circulation, including the Milford Daily News, bilingual media, networking groups for those who identify with the above-listed demographics, and posting job options on public boards;
- Providing briefings to representatives from recruitment sources tailored to individuals falling in the above-listed demographics concerning current and future job openings; and
- Encouraging employees to refer applicants from diverse groups for employment.

2. Employee Retention, Training and Development

A critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development open for all employees and ensuring a safe and equitable work environment. Therefore, OGeez’s training and professional development programs are

structured with the intention of finding, fostering, and promoting diverse employees, as well as providing opportunities for growth and to decrease turnover.

OGeez's training and development initiatives shall include the following steps:

- OGeez will ensure that all employees receive opportunities for career counseling, counsel on advancement opportunities, and training to assist them in career development. Training programs may be both internal and external to the Company and cannabis industry, and may include topics such as: cannabis education, marijuana cultivation, product manufacturing, retail practices, compliance, and industry seminars provided at annual conferences such as MJBizCon. Counseling will occur at least once a year during annual check-ins with managers, and training will occur at least once a year (more if the role and/or situation requires it).
- OGeez's diversity awareness training will emphasize its zero-tolerance commitment against harassment and discrimination and the Company's strict adherence to take corrective action should any issues, concerns, or complaints arise. All Company employees shall be required to complete discrimination, harassment, and diversity awareness training program during employee orientation upon hiring. All employees will also be required to undergo further annual diversity training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with anti-discrimination and anti-harassment requirements.

Plan Measurement and Accountability

OGeez will utilize qualitative and quantitative measures to ensure that its goals are achieved. It will measure its programs implementation by tracking and reporting data on key metrics as part of its annual license renewal filings with the Commission:

1. Track employment data, including the number of individuals from the above-referenced demographic groups, with a goal of hiring at least 25% of new employees from such groups subject to the suitability of the applicants and in accordance with the law. OGeez will specifically use its best efforts to hire at least 25% employees that are women, 25% people of color, 10% veterans, 10% LGBTQ (to the extent a determination is feasible, given the Massachusetts state law prohibition on inquiring into an applicant's LBBTQ status), and 10% with a disability, with some employees qualifying in multiple categories. All employees shall be 21 years of age or older.
2. Track the number of and type of career day held with the number of individuals that attended.
3. Track the number of individuals who apply and are hired who attended the career days

4. Track the number of individuals who apply and are hired as a result of newspaper advertisements and other indicatives from Program 1 above.
5. Track the number of postings in diverse publications or general publications with supporting documentation.
6. Track the number of career development trainings held each year and the number of employees who participate.
7. Track the number of employees who advance at the company who participate in any career development programs
8. Track employee attrition and retention rate.
9. Track the number of new hire and annual diversity trainings held per year and ensure 100% participation by employees.

Acknowledgements

The Company acknowledges that it will adhere to the following minimum requirements:

1. OGeez has contacted and received written confirmation (which is included with its application) that it may post company job vacancy notices in various local publications, including the Milford Daily News, as well as on multi-lingual job, Diversity, Equity and Inclusion job boards and websites;
2. OGeez 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; and
3. Any actions taken, or programs instituted, by OGeez will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

OGEEZ BRANDS MA, LLC

RESTRICTING ACCESS TO INDIVIDUALS 21 AND OLDER

As a product manufacturer distributing to Marijuana Retailers, OGeez Brands MA will not have direct interaction with consumers who may be under the legal consumption age of 21. We will, however, do everything within our control to ensure that OGeez customers are of legal age, and that no product is diverted into the hands of juveniles.

In addition to all the security measures outlined in our Security Plan, the steps taken in our Prevention of Diversion and Personnel Plans, the controls exercised as part of our Transportation Plan, and the safeguards in place as part of our production process, we will:

- Verify the credentials and current licensure of any customer Marijuana Establishment prior to accepting any sale or making any delivery
- Monitor news media and Commission announcements to make sure we avoid selling or distributing to Establishments whose licenses have been revoked
- Follow all Marijuana Establishment procedures for access control when visiting in an official vendor capacity
- Not allow anyone under the age of 21 to enter our production facility
- Confirm that visitors to our web site are aged 21 or older
- Require all employees and registered agents be 21 years of age or older and confirm their ages with proper identification prior to hiring
- Comply with all regulations in 935 CMR 500.105(4), ensuring that all brand marketing and advertising efforts specifically target consumers aged 21 and older