



Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: DO100109
Original Issued Date: 01/21/2021
Issued Date: 01/21/2021
Expiration Date: 01/21/2022

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: We Can Deliver Boston LLC

Phone Number: 508-315-7240 **Email Address:** Gabe@wecandeliveryboston.com
Business Address 1: 44 Stelman Rd **Business Address 2:**
Business City: Roslindale **Business State:** MA **Business Zip Code:** 02131
Mailing Address 1: 209 Savannah Avenue **Mailing Address 2:**
Mailing City: Mattapan **Mailing State:** MA **Mailing Zip Code:** 02126

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 70 **Percentage Of Control:**
100
Role: Owner / Partner **Other Role:** Manager, Chief Executive Officer
First Name: Gabriel **Last Name:** Salazar **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 30 **Percentage Of Control:**
Role: Owner / Partner **Other Role:**
First Name: Brittany **Last Name:** Salazar **Suffix:**
Gender: Female **User Defined Gender:**
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian,

Somali)

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: We Can Deliver L.L.C. **Entity DBA:**
Email: gabe@wecandeliveryboston.com **Phone:** 508-315-7240
Address 1: 30 Ridgecrest Drive, Unit E **Address 2:**
City: West Roxbury **State:** MA **Zip Code:** 02132
Types of Capital: Debt **Other Type of Capital:** **Total Value of Capital Provided:** \$25000 **Percentage of Initial Capital:** 100
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 22 Chestnut Hill Avenue **Establishment Address 2:**
Establishment City: Athol **Establishment Zip Code:** 01331
Approximate square footage of the establishment: 500 **How many abutters does this property have?:** 39
Have all property abutters been notified of the intent to open a Marijuana Courier Licensee at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|---|------|--------------------------|-------------|
| Plan to Remain Compliant with Local Zoning | WCDB - Plan to Remain Compliant with Local Zoning.pdf | pdf | 5f09d2a7c124977059ce5243 | 07/11/2020 |
| Certification of Host Community Agreement | 04.09.20_Form_HCA_Cert - We Can Deliver.pdf | pdf | 5f3ead86971c7c07c04355be | 08/20/2020 |
| Community Outreach Meeting Documentation | WCDB - Outreach Video.pdf | pdf | 5f467ecddaa09e087b89f887 | 08/26/2020 |
| Community Outreach Meeting Documentation | WCDB - Community Outreach Compilation.pdf | pdf | 5f46862a971c7c07c0436595 | 08/26/2020 |

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

| Document Category | Document Name | Type | ID | Upload Date |
|-------------------|---------------|------|----|-------------|
|-------------------|---------------|------|----|-------------|

Date generated: 11/18/2021

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:** Manager, Chief Executive Officer
First Name: Gabriel **Last Name:** Salazar **Suffix:**
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 2

Role: Owner / Partner **Other Role:**
First Name: Brittany **Last Name:** Salazar **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor **Other Role:**
Entity Legal Name: We Can Deliver L.L.C **Entity DBA:**
Entity Description: capital contributor
Phone: 508-315-7240 **Email:** gabe@wecandeliveryboston.com
Primary Business Address 1: 30 Ridgecrest Drive **Primary Business Address 2:** Unit E
Primary Business City: Boston **Primary Business State:** MA **Principal Business Zip Code:** 02132
Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

| Document Category | Document Name | Type | ID | Upload Date |
|--|-------------------------------|------|--------------------------|-------------|
| Department of Unemployment Assistance - Certificate of Good standing | WCDB - DUA[1].pdf | pdf | 5f3d7d457116b407de6538cc | 08/19/2020 |
| Secretary of Commonwealth - Certificate of Good Standing | WCDB - Sec of State COGS.jpeg | jpeg | 5f455c94cc687b07b2613548 | 08/25/2020 |
| Department of Revenue - Certificate of Good standing | IMG_3480[1].jpg | jpeg | 5f468682f6d8f5082e44813d | 08/26/2020 |

Required Business Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--------------------------|---|------|--------------------------|-------------|
| Articles of Organization | WCDB - Articles of Organization.pdf | pdf | 5f09d2f34601b5701e612cbd | 07/11/2020 |
| Bylaws | We Can Deliver Boston, LLC - Operating Agreement - Executed.pdf | pdf | 5f09d8e21f0df7704a5de5e7 | 07/11/2020 |

Massachusetts Business Identification Number: 001437522

Doing-Business-As Name:

DBA Registration City:**BUSINESS PLAN**

Business Plan Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|------------------------------|-----------------------------|------|--------------------------|-------------|
| Business Plan | WCD - Business Plan.pdf | pdf | 5ed0450ff9d5584a8e096426 | 05/28/2020 |
| Plan for Liability Insurance | WCD Liability Insurance.pdf | pdf | 5ed04591f9d5584a8e09642e | 05/28/2020 |
| Proposed Timeline | WCDB - Timeline.pdf | pdf | 5f09d41944827474644e7e54 | 07/11/2020 |

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|--|------|--------------------------|-------------|
| Record-keeping procedures | WCD - Recordkeeping.pdf | pdf | 5ed0486e7ecd5f4aba30bc44 | 05/28/2020 |
| Maintenance of financial records | WCD - Financial Records.pdf | pdf | 5ed048f87e5a433e27f31f0e | 05/28/2020 |
| Personnel policies | WCD - Personnel Policies.pdf | pdf | 5ed04afdc3c6c94ac5afd7b0 | 05/28/2020 |
| Quality control and testing procedures | WCD - Quality Control and Testing.pdf | pdf | 5ed058357204843e4b9924e6 | 05/28/2020 |
| Transportation of marijuana | We Can Deliver - Transportation Plan.pdf | pdf | 5ed54ef8abfe144aa46ad776 | 06/01/2020 |
| Qualifications and training | We Can Deliver - Qualifications and Training.pdf | pdf | 5ed54f3a7ecd5f4aba30c5e6 | 06/01/2020 |
| Prevention of diversion | We Can Deliver - Plan to Prevent Diversion.pdf | pdf | 5ed54f5b5ae04f4a99ac1b55 | 06/01/2020 |
| Security plan | We Can Deliver - Security Plan.pdf | pdf | 5ed54f7e7204843e4b992e0b | 06/01/2020 |
| Storage of marijuana | We Can Deliver - Storage Plan.pdf | pdf | 5ed5511babfe144aa46ad780 | 06/01/2020 |
| Inventory procedures | WCD - Inventory - 6.11.20 RFI.pdf | pdf | 5ee22dbf1c2dbc24d01a14a3 | 06/11/2020 |
| Dispensing procedures | WCD - Dispensing - 06.11.20 RFIs.pdf | pdf | 5ee22edaea7a9324e646557a | 06/11/2020 |
| Energy compliance plan; and | WCDB - Energy Compliance.pdf | pdf | 5f09d48fcb97e3700c532e9e | 07/11/2020 |
| Diversity plan | WCDB - Diversity Plan.pdf | pdf | 5f09d55bcb97e3700c532ea2 | 07/11/2020 |
| Delivery procedures | WCDB - Delivery Plan_Edits.pdf | pdf | 5f9c75d157d9d707ee4d6de5 | 10/30/2020 |

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

| | |
|--------------------------------|------------------------------|
| Monday From: 8:00 AM | Monday To: 9:00 PM |
| Tuesday From: 8:00 AM | Tuesday To: 9:00 PM |
| Wednesday From: 8:00 AM | Wednesday To: 9:00 PM |
| Thursday From: 8:00 AM | Thursday To: 9:00 PM |
| Friday From: 8:00 AM | Friday To: 9:00 PM |

Saturday From: 8:00 AM Saturday To: 9:00 PM

Sunday From: 8:00 AM Sunday To: 9:00 PM

ATTESTATIONS

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

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

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

Notification:

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

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

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

AGREEMENTS WITH MARIJUANA RETAILERS

No records found

MARIJUANA RETAILER AGREEMENT DOCUMENTATION

No documents uploaded

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

Plan to Remain Compliant with Local Zoning

We Can Deliver Boston LLC (“We Can Deliver Boston”) will remain compliant at all times with the local zoning requirements set forth in the Athol’s Zoning Bylaw. In accordance with Zoning Bylaw Section 3.29, We Can Deliver Boston’s proposed Licensed Marijuana Establishment is located in the General Commercial Zoning District designated for such a use, subject to the issuance of a Special Permit from the Athol Board of Planning and Community Development. In August 2020, We Can Deliver Boston was issued a Special Permit to operate a Licensed Marijuana Establishment at 22 Chestnut Hill Avenue, Athol, MA 01331. The Special Permit remains in effect until such a time that We Can Deliver Boston no longer maintains a license from the Cannabis Control Commission or should it change ownership. The Special Permit must be acted upon within two years of issuance.

In compliance with 935 CMR 500.110(3), the property is not located within five hundred (500) feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12. In accordance with the Town of Athol Zoning Bylaw Section 3.29.3.1, We Can Deliver Boston’s proposed Licensed Marijuana Establishment is not located within five hundred (500) feet of a structure used as a pre-school with outdoor play areas that is licensed with the Massachusetts Department of Early Education and Care or within two-hundred and fifty (250) feet from a designated Town of Athol-owned park, playground, and/or recreational area. Further, in compliance with Athol Zoning Bylaw 3.29.3.4, the proposed site of the Licensed Marijuana Establishment does not contain a residential dwelling or group home; a licensed childcare facility registered with the town; a structure owned, operated, or maintained by the federal government; a structure used for educational or religious purposes; or a structure where children commonly congregate.

We Can Deliver Boston will obtain a Certificate of Occupancy for its portion of the premises.

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:

2. Name of applicant’s authorized representative:

3. Signature of applicant’s authorized representative:

4. Name of municipality:

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



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

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

8. Host community agreement execution date:



A recording of We Can Deliver Boston LLC's community outreach meeting is available using the following link:

https://us02web.zoom.us/rec/share/wc1yFpPS0GNJedbrq3PacKMRGdrET6a8gXBMqKAEzUoMUVd7h5WwG3zTUzSVNN_P

Password: dd!f9AyL

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).

**** Please be advised that the applicant held its community outreach meeting via virtual, web-based means per Administrative Order No. 2. The applicant tested the technology, including public interaction capacities, at least once prior to the meeting; obtained written permission from the host municipality; followed all accessibility requirements, including closed captioning; accepted questions in advance, although none were submitted; posted meeting materials at least 24 hours in advance on its website; enabled communication allowing for engagement and questions; designated a meeting moderator to allow participants and followers to ask questions; had three attendees; and made the recording of the meeting available to local broadcasting.**



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.



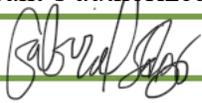
Name of applicant:

We Can Deliver Boston, LLC

Name of applicant's authorized representative:

Gabriel Salazar

Signature of applicant's authorized representative:



SPORTS

MLB

FROM B2

first pitch, nearly 1,000 cardboard likenesses of Mets supporters were set up behind home plate. The team plans to have 5,000 in place by opening day.

Reserve players watched from under large awnings build behind both dugouts. Mets backups gave a standing ovation to scheduled starter Rick Porcello as he returned from the bullpen, then started a chant of "Let's go, Mets!"

The first homer in Flushing also came from a masked player — Yankees outfielder Clint Frazier. The 25-year-old, who says he's taken heat on social media for his decision to wear a face covering at all times, drove a two-run homer into the second deck in the fourth inning.

The Cleveland Indians loaded into three buses Saturday for the 2-hour-plus drive to Pittsburgh. Manager Terry Francona said the team adhered to social-distance guidelines — and staggered arrival times — for the team's first trip since camp re-opened.

"I think it's a good experience for all of us," he said. "We're not used to getting on a bus and get your temperature taken and things like that, so it's good to go through that."

Cleveland made a public show of support for social justice before its 5-3 win, standing with their right hands over their hearts and their left hands on the right shoulder of their teammates during the national anthem.

A few fans gathered outside PNC Park, hoping to catch some sort of game action.

Michael Kirkpatrick, 73, and his son, Zac, stood on

the Clemente Bridge beyond center field — the same place they crammed shoulder to shoulder during the NL wild-card game in 2013. No trouble finding a spot this time.

"I just need to hear a bat hit a ball," Zac said.

In Washington, a moment of silence was held for late civil rights trailblazer John Lewis. Players stood socially distanced for the national anthem — an acoustic rendition by the U.S. Army Brass Quintet performed before Game 4 of last year's World Series and replayed on the video scoreboard.

"Definitely has a different feeling to it," Nationals center fielder Michael A. Taylor said.

Postgame handshake lines got a shakeup, too. The Yankees air-fived each other outside the dugout after finishing a 9-3 win, and Cleveland celebrated its victory by tapping toes with team-

mates.

NO CANADA

The Blue Jays were denied approval by the Canadian government to play in Toronto due to the cross-border travel required.

As for where it could play home games, the team has been looking at its spring training site in Dunedin, Florida, one of the states hardest-hit by the virus, and its Triple-A site in Buffalo.

The Blue Jays are scheduled to start the season July 24 at Tampa Bay. Their home opener was set for five days later against Washington.

BACK IN CAMP

A pair of All-Stars remain uncertain for opening day after missing the start of sum-

mer camp due to positive coronavirus tests — Atlanta's Freddie Freeman and the Yankees' DJ LeMahieu.

Freeman was at Truist Park on Friday about an hour after receiving his second negative test for the coronavirus, earning him medical clearance to return. On Saturday, the four-time All-Star revealed he had a high temperature of 104.5 degrees early on and was fearful of losing his life.

"I said a little prayer that night," Freeman said.

LeMahieu participated in his first practice Friday after testing positive at his home in Michigan last month. The three-time Gold Glove winner said it was "shocking" to get the result because he had no symptoms.

MONDAY TV
BOWLING 8 p.m.
FS1 — PBA: King of the Lanes 1, Bowlero Jupiter, Jupiter, Fla.
FS1 — PBA: King of the Lanes 2, Bowlero Jupiter, Jupiter, Fla.
KBO BASEBALL 5:25 a.m. (Tuesday)
ESPN2 — LG at KT
MLB BASEBALL 6 p.m.
MLBN — Summer Camp: Philadelphia at NY Yankees
MLBN — Summer Camp: LA Angels at San Diego
SOCCER (MEN'S) 9 a.m.
ESPN — MLS is Back Tournament: Inter Miami CF vs. NY City FC, Group A, ESPN Wide World of Sports Complex, Orlando, Fla.
NBCSN — Premier League: Everton at Sheffield United
NBCSN — Premier League: Crystal Palace at Wolverhampton
ESPN2 — USL: Loudoun United at Hartford Athletic
TENNIS 6 a.m.
TENNIS — The 2020 (Re)Open: Tipsport Elite Trophy: Day 3
TENNIS — The 2020 (Re)Open: Tipsport Elite Trophy: Day 3; WTT: Philadelphia vs. Springfield & Chicago vs. San Diego; The 2020 (Re)Open: GVC Eastern European Championship: Round Robin
TENNIS — WTT: New York vs. Orange Country, White Sulphur Springs, W.V.

Local

FROM B2

Baseball Umpires Association, will lead a question and answer session on the new National Federation High School playing rules for both players and coaches on the program's final Saturday.

The practice clinics will take place on consecutive Saturdays beginning July 25 and ending Aug. 15, between 10 a.m. and noon. All state and local Health Dept. safety guidelines will be strictly followed.

The fee per each session in \$10, total fee for all 4 sessions is \$35. Registration will be at the field. A limited number of scholarships are available. Questions can be directed to Tina Crocker (413-896-8576) or Joe Mignault (413-774-3876).

Golf

Edge Hill tourney

Bill Buck won a match of cards to snag low gross honors at Edge Hill Golf Course's Stroke Play Tournament over the weekend.

Buck shot 75, as did Dave Cote, who settled for second after the match of cards.

Mark Vandale scored the low net of 72, followed by Mike Earl (76).

CCG 200 Club Scramble

Tom Herzig, Matt Matroni, John Missale, Sue Plante, Donna Woodcock and Lana O'Connor combined for a low gross of 53 to take first at the Country Club of Greenfield's 200-Club Scramble over the weekend.

Teresa Varner, Jack Varner, Kelly Varner, Pat Varner and Brian Barton shot 55 to finish second, followed in third place by Mike Archer, Liz Archer, Roy Emerson, TC Emerson, Jason Kelton and Karin McDonald at 56.

CCG Friday Night Mixer

Liz Dolby and Anthony Wonsecki's 37 was two shots clear of the rest of the field in CCG's Friday Night Mixer, as the duo posted a score of 37.

Five teams tied for second at 39: Diane Carme/Marty Kendrick, Raye Young/Rich Young, Jenna Deszynski/Christopher Deszynski, Chris Varilly/Angie Varilly and Mike Archer/Kathy Nicoll.

Roy and TC Emerson notched the low net (31), followed by Karen and Michael Duclos at 33. Mike Covey and Wendy Kendrick tied for third with Al and Irene Woods at 34.

Miscellaneous Montague Parks & Recreation

The Montague Parks and Recreation Department is accepting registration for several summer programs.

Baseball clinic

For kids ages 8-12, this will take place July 27-30 (July 31 rain date) beginning at 6 p.m. each evening at Unity Park Ballfield No. 1. Fee for Montague residents is \$50, non-residents will cost \$55.

Develop your hitting and fielding skills, and let's build back what you may have lost these last few months. Equipment cannot be shared, so we ask that all players bring their own bats, gloves, and helmets. Registration deadline: Wednesday, July 22.

Soccer clinic

For kids ages 9-12, this will run Aug. 10-14 (Aug. 15 rain date) beginning at 6 p.m. each evening at Highland Park in Millers Falls. The fee is \$50 for Montague residents and \$55 for non-residents.

The start of soccer season is right around the corner, so what better time to work on your skills. Learn from a current coach and player who will give you the tools to kick off the season on a high note. Registration deadline: Wednesday, August 5.

Esports with Mission Control

MPRD is getting into the E-gaming industry, where players can join our Esports Rec Leagues created and hosted by Montague Parks & Rec.

Currently, we have nine different game leagues within our platform, and will be adding even more by the end of the summer. Applicable consoles include Xbox One, PS4, Nintendo Switch and PC. Leagues include many of today's most

popular sports and role playing computer games. Leagues are currently only \$10, and you can join multiple leagues throughout the year. Call us now for more information.

All in-person programs will be following activity specific guidelines relative to COVID-19, as established by the State of Massachusetts. Additional program information can be found at www.montague-ma.gov, on Facebook, or simply call 863-3216.

NHL

Players using 2016 World Cup as guidance

By STEPHEN WHYNO AP Hockey Writer

Sidney Crosby was two months removed from lifting the Stanley Cup when he turned his attention to winning another championship.

It was early September 2016, and the Pittsburgh Penguins captain stepped on the ice in Ottawa for Canada's training camp ahead of the World Cup of Hockey. Players had gone four months since any game action when NHL camps opened July 13 and they started preparing to jump right into the Stanley Cup playoffs.

A lengthy, unscheduled break because of a pandemic is something new for all involved, but the World Cup experience of transitioning from time off directly into meaningful competition is something the more than 100 players left from that tournament can draw on during the NHL's restart. The lessons learned — good and bad — could determine who packs up early and who battles for hockey's storied trophy.

"It's very similar to that," Crosby said. "You kind of have a short, abbreviated training camp and then you're right into it. You've got to be ready, but you also have to understand that you've just got to get better with every game. It's just about getting momentum and getting better every day. Whether it's training camp or Game 1, you just have to have that mentality. I think everyone's had different experiences that can help them in this case, but it's definitely got that feeling of the sprint."

Teams get only two weeks of camp at home, then travel to Toronto or Edmonton for one exhibition game before competition gets going for real. Before that, players had a month of voluntary workout time, similar to a typical summer off-season.

port. The NFLPA could file a grievance to argue the league isn't providing a safe work environment under the labor deal.

WONDERWORD By DAVID OUELLET
HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.
JUST CHILLING OUT Solution: 6 letters
S N A P S S R E K C E H C B D
S S E N T I F R E K C O R R R
E L E R F L L I H C F O O E I
N E Y R A R B I L F A W S A V
L E C U R C N C E D R E S T E
O P G A C T O E T E W M W H Y
O H G H E O A R D I I A O E B
C O E R K P I N N L L Q R E B
Y S N I R P O G E K U T D T O
S E N C A W E B S I T E K I H
T G A I P I I R E P M A P R C
E L P M V N A T U R E P E W T
M A C O M F Y P U Z Z L E N E
I K M C O G M A S S A G E T K
T E M U B L A Z Y X C A R D S
© 2020 Andrews McMeel Syndication www.wonderword.com 7/20
Album, Breathe, Calm, Cards, Care, Checks, Chess, Chill, Coffee, Comfy, Comic, Cooking, Coolness, Crafts, Crossword, Drive, Fitness, Hike, Hobby, Internet, Lake, Laugh, Lazy, Library, Massage, Movie, Naps, Nature, Pamper, Park, Peace, Pets, Pool, Puzzle, Quiet, Relax, Road Trip, Rocker, Sewing, Sketch, Sleep, Smile, Time, Walk, Website, Wonderword, Write, Yoga
Last Saturday's Answer: Branding
To purchase WONDERWORD books, visit www.WonderWordBooks.com, or call 1-800-642-6480.

NFL

FROM B2

concerns in a 90-minute videoconference call with reporters on Friday.

They want players tested daily for the virus. A joint committee of doctors, trainers and strength coaches formed by the NFL and NFLPA recommended testing every other day.

Other outstanding issues include number of preseason games. The league has planned to cut the exhibition schedule from four games to two while the union wants none.

Players also wanted a 45-day acclimation period to help avoid injuries. The league asked them to report early but the union declined. Questions remain on protections for players who want to opt out of playing.

All 32 teams have sent the union their Infectious Disease Emergency Response that have been approved by joint infectious disease experts and NFL chief medical officer Dr. Allen Sills, according to a person familiar with the details. The person, speaking to The Associated Press on condition of anonymity because protocols haven't been finalized, said the

union has approved several and continues to review them.

On Friday, the league sent players and teams an Education Protocol for camp which requires clubs to distribute joint educational materials and to conduct educational sessions for players, staff and family members.

Tretter, a center for the Browns, wrote: "What you are seeing today is our guys standing up for each other and for the work their union leadership has done to keep everyone as safe as possible. The NFL needs to listen to our union and adopt the experts' recommendations (hashtag)wewantto play."

Under the collective bargaining agreement, the NFL has the right to impose report dates and teams can fine players who don't re-

SUDOKU ANSWER
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LEGAL NOTICES

Legals

LEGAL NOTICE ATHOL CONSERVATION COMMISSION

The Athol Conservation Commission will hold a Public Meeting on a Request for Determination of Applicability submitted by the Town of Athol DPW, to replace a 36" culvert in kind on Woodlawn Road, Map 45, Lot 44. The meeting is in accordance with the Wetlands Protection Act and 310 CMR 10.05(5). The meeting will be held on Tuesday, July 28, 2020 at 6:00 p.m. in the Conservation Commission Office (Liberty Hall), Memorial Building, 584 Main Street, Athol, MA. You must wear a mask and keep the 6-foot social distance requirement. Entrance is lower left side of the building at the handicap door. July 20 48056

Legals

LEGAL NOTICE ATHOL CONSERVATION COMMISSION

The Athol Conservation Commission will hold a Public Meeting on a Request for a Determination of Applicability submitted by Christopher Dunn, to build a 30' X 30' garage on property at 39 Glendale Ave, Map 18, Lot 45. The meeting is in accordance with the Wetlands Protection Act and 310 CMR 10.05(5). The meeting will be held on Tuesday, July 28, 2020 at 6:00 p.m. in the Conservation Commission Office (Liberty Hall), Memorial Building, 584 Main Street, Athol, MA. You must wear a mask and keep the 6-foot social distance requirement. Entrance is lower left side of the building at the handicap door. July 20 48316

Legals

REQUEST FOR PROPOSALS: The Franklin Regional Council of Governments (FRCOG) will accept proposals for the Maintenance of the Franklin County Emergency Communications System radio system at multiple sites for up to 3 years. Sealed Proposals plainly marked "Radio System Maintenance" will be received by FRCOG, 12 Olive St. #2, Greenfield, MA 01301, until 2 p.m. August 5, 2020. Request the RFP from http://frcog.org/bids in order to receive all addenda and notices that may be issued and for proposal submission requirements. A Site Visit to a representative site will be held JULY 23, 9AM. This briefing is encouraged, but not mandatory. FRCOG, which is the awarding authority, reserves the right to accept or reject any or all bids, in total or in part, as they deem in the best interest of the public. July 20 47732

Legals

Notice of Community Outreach Meeting We Can Deliver Boston LLC

Notice is hereby given that We Can Deliver Boston LLC ("We Can Deliver") will hold a Virtual Community Outreach Meeting on August 6, 2020 at 5:00 PM to discuss the proposed siting of a licensed Adult-Use Delivery-Only Facility at 22 Chestnut Hill Avenue in Athol. A Delivery-Only license will allow We Can Deliver to pick up pre-ordered marijuana and marijuana products from a licensed medical or adult-use retail dispensary and deliver the order directly to a pre-verified customer's residence. We Can Deliver's proposed facility will only be used as an administrative office to maintain delivery vehicles, accompanying equipment and records.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

The Virtual Community Outreach Meeting via Zoom is available at https://us02web.zoom.us/j/85396047205 or via phone at 6465588656, with meeting ID 85396047205#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at wecandeliverboston.squarespace.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation. July 20 47722

Legals

Commonwealth of Massachusetts The Trial Court Probate and Family Court Worcester Probate and Family Court 225 Main Street Worcester, MA 01608 508-831-2200 CITATION G.L.c.210, § 6 Docket No. WO20A0046AD

In the matter of: William Lucas Cullen To: Trevor Richard any unnamed or unknown parent and persons interested in a petition for the adoption of said child and to the Department of Children and Families of said Commonwealth. A petition has been presented to said court by: David Michael Fleming Jr. of Spencer, MA Elizabeth Susan Fleming of Spencer, MA requesting for leave to adopt said child and that the name of the child be changed to William Lucas Fleming IF YOU DESIRE TO OBJECT THERETO, YOU OR YOUR ATTORNEY MUST FILE A WRITTEN APPEARANCE IN SAID COURT AT: Worcester ON OR BEFORE TEN O'CLOCK IN THE MORNING (10:00am) ON: 09/01/2020 WITNESS, Hon. Leilah A. Keamy, First Justice of this Court. Date: May 28, 2020 Stephanie K. Fattman Register of Probate July 13, 20, 27 46669

TOWN OF WENDELL LEGAL NOTICE

Notice is hereby given that the Wendell Planning Board will hold a public hearing on Monday, August 3, 2020 at 7:30 p.m. on Zoom to review proposed Bylaw changes. These changes involve adding a new section XVI - Marijuana to the Zoning Bylaws which will codify controls on the marijuana establishments in Wendell. A copy of the proposed bylaw can be viewed on the town website www.wendellmass.us. July 13, 20, 27, 2020 46642

LEGAL NOTICE DEADLINES

Monday's paperFriday at 9am
Tuesday's paperFriday at 4pm
Wednesday's paper Monday at Noon
Thursday's paper Tuesday at Noon
Friday's paper Wednesday at Noon
Saturday's paper Thursday at Noon

PLEASE RECYCLE THIS NEWSPAPER.

Subject: Community Outreach Meeting Notice
Date: Monday, July 13, 2020 at 10:06:12 AM Eastern Daylight Time
From: Rebecca Rutenberg
To: Nancy Burnham
CC: 'Gabriel Salazar'
Attachments: WCDB - Community Outreach Meeting Notice 8.6.2020[1].docx

Good morning,

I am reaching out on behalf of We Can Deliver Boston LLC with regard to their Community Outreach Meeting to discuss the proposed siting of a licensed Adult-Use Delivery-Only Facility at 22 Chestnut Hill Avenue in Athol. Attached please find the complete notice, which provides further details for the meeting.

We respectfully ask that you accept this notice for filing and confirm receipt.

Feel free to reach out directly to me with any questions or to the email listed on the notice.

Best,

Becca

--

Rebecca Rutenberg
Director of Strategic Affairs

Vicente Sederberg LLP
2 Seaport Ln., 11th Floor
Boston, MA 02210
Cell: 610-675-5958
Rebecca@VicenteSederberg.com
VicenteSederberg.com

[Confidentiality Notice](#)

**NOTICE OF COMMUNITY OUTREACH MEETING
WE CAN DELIVER BOSTON LLC**

Notice is hereby given that We Can Deliver Boston LLC (“We Can Deliver”) will hold a Virtual Community Outreach Meeting on **August 6, 2020** at 5:00 PM to discuss the proposed siting of a licensed Adult-Use Delivery-Only Facility at 22 Chestnut Hill Avenue in Athol. A Delivery-Only License will allow We Can Deliver to pick up pre-ordered marijuana and marijuana products from a licensed medical or adult-use retail dispensary and deliver the order directly to a pre-verified customer’s residence. We Can Deliver’s proposed facility will only be used as an administrative office to maintain delivery vehicles, accompanying equipment and records.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission’s Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.*

The Virtual Community Outreach Meeting via Zoom is available at <https://us02web.zoom.us/j/85396047205> or via phone at 6465588656, with meeting ID 85396047205#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at wecandeliveryboston.squarespace.com.

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

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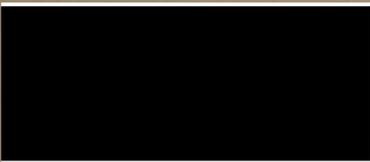
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2 Seaport Lane, 11th Floor
Boston, MA 02210

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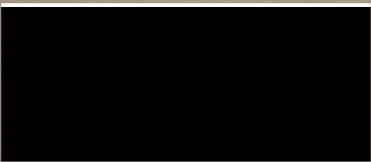
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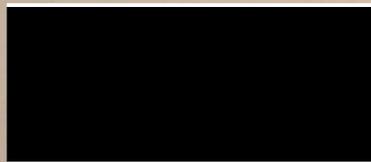
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Plan to Positively Impact Areas of Disproportionate Impact

We Can Deliver Boston LLC (“We Can Deliver”) is dedicated to serving and supporting residents within the communities of which it is a part, particularly those that are classified as areas of disproportionate impact, which the Commission has identified as the following:

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

Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is We Can Deliver’s intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use.

Goals

We Can Deliver has established specific goals to make a positive impact on areas of disproportionate impact. Through its Plan to Positively Impact Areas of Disproportionate Impact, We Can Deliver seeks to provide mentoring, professional, and technical services for individuals and businesses facing systemic barriers by providing CORI sealing seminars to 20 individuals.

Programs

We Can Deliver will host two (2) CORI sealing clinics annually in geographic areas of disproportionate impact in Greenfield. The trainings will assist individuals in areas of disproportionate impact with retrieving copies of their CORI reports and administratively sealing the reports when eligible. Throughout the COVID-19 crisis, We Can Deliver may host such seminars virtually using Zoom or other technology. We Can Deliver will seek to have ten participants at each session.

Seminars will be publicized within local newspapers such as the Greenfield Reporter, including bilingual media; distributed at local career agencies, criminal justice centers and community centers; and circulated to marijuana advocacy organizations.

Plan Administration + Measurement

Annually upon renewal of its provisional license, We Can Deliver will compile its reports tracking both the qualitative and quantitative measures that demonstrate the progress or success of the plan.

Metrics will have an identified data source. Metrics that will be utilized include:

1. Whether or not We Can Deliver held two seminars annually;
2. Whether or not We Can Deliver advertised each seminar in the above listed manners;
3. Whether or not We Can Deliver's seminars each had 10 participants; and
4. Assessments from program attendees as to how helpful the seminars were.

Disclosures

We Can Deliver will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted, by We Can Deliver will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001437522

1. The exact name of the limited liability company is: WE CAN DELIVER BOSTON LLC

2a. Location of its principal office:

No. and Street: 44 STELLMAN STREET
 City or Town: ROSLINDALE State: MA Zip: 02131 Country: USA

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

No. and Street: 44 STELLMAN STREET
 City or Town: ROSLINDALE State: MA Zip: 02131 Country: USA

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

TO APPLY FOR A LICENSE FROM THE MASSACHUSETTS CANNABIS CONTROL COMMISSIO
N

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: GABRIEL SALAZAR
 No. and Street: 30 RIDGECREST DRIVE
UNIT E
 City or Town: WEST ROXBURY State: MA Zip: 02132 Country: USA

I, GABRIEL SALAZAR 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 | GABRIEL SALAZAR | 30 RIDGECREST DRIVE, UNIT E WEST ROXBURY, MA 02132 USA |

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

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

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

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of May, 2020,
GABRIEL SALAZAR
(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 12, 2020 10:03 AM

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

LIMITED LIABILITY COMPANY AGREEMENT

among

We Can Deliver Boston, LLC

and

THE MEMBERS NAMED HEREIN

Dated as of:

May 12, 2020

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

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LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (collectively with all schedules and exhibits hereto, as amended and/or restated from time to time, this “Agreement”) of We Can Deliver Boston, LLC, a Massachusetts limited liability company (the “Company”), is entered into as of May 12, 2020 (the “Effective Date”) by and among the Persons whose names and addresses are listed on the Schedule of Members attached hereto as Schedule A (the “Schedule of Members”).

RECITALS

WHEREAS, the Company and the Members desire to enter into this Agreement in order to provide for, among other things, the governance of the Company and the rights, preferences and privileges of the membership interests therein.

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

ARTICLE I DEFINITIONS

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

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

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

“Applicable Law” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority, *provided, however*, that Applicable Law shall not include any federal laws, rules, or regulations prohibiting commercial cannabis activities that are otherwise permitted under the state law of any jurisdiction in which the Company conducts business.

“Appraisal Date” has the meaning provided in Section 4.05(a).

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

“Cannabis Code” means those state and local laws, rules, and regulations governing commercial cannabis businesses in jurisdictions where the Company conducts its business, including, but not limited to, M.G.L. c. 94G and 935 CMR 500.000 *et seq.*

“Cannabis Enforcement Authority” means those state and local governmental, regulatory and administrative authorities, agencies, boards and officials responsible for or involved in the regulation of the testing, analysis, quality control, cultivation, sale, distribution, import and/or export of, and all other matters and activities with respect to cannabis, in any jurisdiction where the Company conducts its business, including, but not limited to, the Massachusetts Cannabis Control Commission.

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

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

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

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

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

“Company ROFR Period” has the meaning provided in Section 4.05(b).

“Disability” with respect to any Service Provider, has the meaning set forth in any effective Award Agreement, employment agreement or other written contract of engagement entered into between the Company and such Service Provider, or if none, then “Disability” means such Service Provider’s incapacity due to physical or mental illness that: (a) shall have prevented such Service Provider from performing his duties for the Company or any of the Company Subsidiaries on a full-time basis for more than ninety (90) or more consecutive days or an aggregate of one hundred eighty (180) days in any 365-day period; or (b)(i) the Manager determines, in compliance with Applicable Law, is likely to prevent such Service Provider from performing such duties for such period of time and (ii) thirty (30) days have elapsed since delivery to such Service Provider of the determination of the Manager and such Service Provider has not resumed such performance (in which case the date of termination in the case of a termination for “Disability” pursuant to this clause (ii) shall be deemed to be the last day of such 30-day period).

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

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

“Estate” means and shall include, with respect to any deceased Member, the following, as those terms are understood under the laws of the Commonwealth of Massachusetts: (i) the duly appointed and qualified executor or administrator of the estate of the deceased Member; (ii) the surviving joint tenant of the decedent where the Units are owned as joint tenants by the deceased Member and another person; (iii) any person who may, because of the community property or other law of any jurisdiction, acquire without formal probate proceedings any right, title, or interest in or to the deceased Member’s Units by reason of the death of the deceased Member; or (iv) any person who may, because of the community property, intestate or testate succession, contractual rights, or by the operation of any other laws of any jurisdiction, acquire the shares of a corporation or other business entity which is the owner of any Units transferred to such business entity.

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

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

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

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

“LLC Act” means the Massachusetts Limited Liability Companies Act as codified in Massachusetts General Laws chapter 156C, as amended from time to time, and the rules and regulations thereunder, which shall be in effect at the time.

“Majority Unitholders” means Members holding more than fifty percent (50%) of the outstanding Units of the Company.

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

“Member” means (a) each Person identified on the Schedule of Members as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an “Initial Member”); and (b) and each Person who is hereafter admitted as a Member in accordance

with the terms of this Agreement in each case so long as such Person is shown on the Company's books and records as the owner of one or more Units. The Members shall constitute the "members" of the Company.

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

"Member ROFR Period" has the meaning provided in Section 4.05(c).

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

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

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

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

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

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

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts,

the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

“Oversubscription Notice” has the meaning provided in Section 4.05(c).

“Oversubscription Pro Rata Share” means, with respect to any Purchasing Member, the ratio of the number of Units such Purchasing Member elects to purchase in its Oversubscription Notice divided by all of the Units elected to be purchased under all Oversubscription Notices.

“Permitted Transfer” means a Transfer of Preferred Units or Common Units carried out pursuant to Section 9.02. “Permitted Transferee” means a recipient of a Permitted Transfer.

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

“Purchase Notice” has the meaning provided in Section 4.05(c).

“Purchasing Members” has the meaning provided in Section 4.05(c).

“Regulatory Problem” means (a) a determination by any Cannabis Enforcement Authority that any Member, Member or any Officer of the Company does not satisfy any suitability, eligibility or other qualification criteria pursuant to any applicable Cannabis Code with respect to a Marijuana Establishment License, including any character or suitability criteria thereunder, (b) a determination by any Cannabis Enforcement Authority that a Member or Manager must divest itself of any direct or indirect interest in, or disassociate itself from the Company or any Member, Member or any of their respective Affiliates, (c) the failure by any Member or Manager to promptly provide all information required or requested by any Cannabis Enforcement Authority of said Member, or Manager, or (d) circumstances exist such that (i) any Member or Manager is deemed likely, in the reasonable discretion of Manager, or (ii) any Manager or any Officer of the Company is deemed likely, in the reasonable discretion of the Manager (excluding the affected Manager), in each case based on verifiable information received from any Cannabis Enforcement Authority or otherwise, to preclude or materially delay, impede or impair the ability of the Company or any of its Subsidiaries to obtain, retain or renew a Marijuana Establishment License, or may result in the imposition of materially burdensome terms and conditions on, or the revocation or suspension of, such Marijuana Establishment License. For the avoidance of doubt, the imposition of monetary fines by a Cannabis Enforcement Authority will not generally constitute a “Regulatory Problem” unless accompanied by one of the three factors set forth in the preceding sentence.

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

“ROFR Pro Rata Share” means, with respect to any surviving Member, the ratio resulting from dividing the number of Units held by such Member by the number of Units held by all surviving Members.

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

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

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

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

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

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

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(g) The Company was formed on May 12, 2020 upon the filing of the Certificate of Organization with the Secretary of Commonwealth of the Commonwealth of Massachusetts.

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

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

Section 2.03 Principal Office. The principal office of the Company is located at 1607 44 Stellan Rd., Roslindale, MA, or such other place as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

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

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

Section 2.05 Purpose; Powers.

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

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

Section 2.06 Term. The term of the Company commenced on the date the Certificate of Organization was filed with the Secretary of the Commonwealth of the Commonwealth of

Massachusetts and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

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

ARTICLE III UNITS

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

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

Section 3.03 Certification of Units.

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

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

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

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

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

(a) New Members may be admitted from time to time: (i) in connection with an issuance of Units by the Company, subject to compliance with the provisions of Section 8.02, as applicable; and (ii) in connection with a Transfer of Units, subject to compliance with the provisions of Article IX and in either case, following compliance with the provisions of Section 4.01(b). For the avoidance of doubt, a new Member may be admitted into the Company only if the new Member is qualified under the Cannabis Code to have an ownership interest in a hemp business.

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

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

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

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

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

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

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

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

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

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

(i) Such Member will not create a Regulatory Problem for the Company;

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

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

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

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

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

Section 4.05 Death. The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members. Within thirty (30) days after the death of any Member, the Estate of the deceased Member shall give written notice to the Company of the death of such Member. The Company shall thereupon promptly give written notice to the other Members providing notice of the death of such Member and that the decedent's Units will be offered first to the Company and then to the Members pursuant to the processes and procedures set forth in this Section 4.05. The purchase of the deceased Member's Units shall be in accordance with the following:

- (a) Purchase Price. The purchase price for the Units to be sold under this Section 4.05 shall be the fair market value of such Units as of the close of business on the last day of the calendar month preceding the date of death (the "Appraisal Date"), less the amount of any Distributions made with respect to the deceased Member's Units between the Appraisal Date and the effective date of such transfer (the "Purchase Price"). The fair market value of the Units shall be initially determined in good faith by the Manager. If the Estate of the deceased Member disputes the accuracy of such fair market value determination, then the Estate of the deceased Member may, at its sole expense, obtain an appraisal of the Company by an appraiser mutually determined between the Estate and the Manager, and such appraisal shall determine the fair market value of the applicable Units as of the Appraisal Date, provided, however, that if the Manager and the Estate of the deceased Member cannot agree on a mutually acceptable appraiser, the Company and the Estate of the deceased Member shall, in both cases at the sole expense of the Estate of the deceased Member, each obtain appraisals from reputable appraisers having experience appraising businesses similar to the Company, and the fair market value of the applicable Units shall be the mean of such appraisals.
- (b) Company Right of First Refusal. After determination of the fair market value of the applicable Units, the Company may, in its sole discretion, within thirty days of such determination, elect to purchase all or some of the applicable Units at the Purchase

Price by providing written notice to the Estate of the deceased Member. The Company may elect, in its sole discretion, to purchase the applicable Units through a promissory note in the amount of the Purchase Price, payable over three (3) years, bearing an interest rate of five percent (5%). In the event that the Company elects to purchase the applicable Units, such sale shall occur within thirty (30) days (the “Company ROFR Period”) of such election, unless mutually extended by the Company and the Estate of the deceased Member.

- (c) Member Right of First Refusal. Upon the sooner of the termination of the Company ROFR Period and an affirmative election by the Company not to purchase all of the applicable Units, the Company shall provide written notice to all surviving Members that each surviving Member may elect to purchase such available Units on the terms provided herein. Such notice shall include the identity of the deceased Member, the number of Units held by the deceased Member that are available for purchase, the Purchase Price per Unit, such Member’s ROFR Pro Rata Share, and the date upon which the surviving Members’ rights to purchase such Units shall expire, which date shall be thirty (30) days from the date of such notice (the “Member ROFR Period”). Each surviving Member may elect to purchase such Member’s ROFR Pro Rata Share of the applicable Units by providing written notice to the Company during the Member ROFR Period (a “Purchase Notice”). In the event that, at the termination of the Member ROFR Period, the amount of Units elected to be purchased is less than the number of Units available for purchase, the Company shall within ten (10) days provide written notice to the Members who provided Purchase Notices (the “Purchasing Members”) of their right to purchase the remaining Units (the “Unsubscribed Units”), and such Members may, within ten (10) days of such notice, elect to purchase any or all of the Unsubscribed Units (the “Oversubscription Notice”), provided, however, that if Purchasing Members collectively elect to purchase more Units than the Unsubscribed Units, then the number of Unsubscribed Units permitted to be purchased by each Purchasing Member shall be reduced to reflect the Oversubscription Pro Rata Share. Each Purchase Notice shall be a binding and irrevocable offer by the Member to purchase the applicable Units. Within ten (10) days following the termination of the Member ROFR Period, the Company shall send written notice to the Members who sent Purchase Notices stating the number of Units each Member will be able to purchase. Within thirty (30) days following termination of the Member ROFR Period, the Estate of the deceased Member and the Member(s) purchasing the Units shall execute any documents necessary to effectuate the sale of the Units on the terms and conditions contemplated in this Section 4.05.
- (d) Waiver. The failure of a Member to deliver a Purchase Notice during the Member ROFR Period shall constitute a waiver of such Member’s right to purchase that deceased Member’s Units, but shall not affect a Member’s rights with respect to any future deceased Member’s Units.
- (e) Estate Ownership. Notwithstanding any other provision of this Section 4.05, the Purchase Price shall be paid to the Estate of the deceased Member only when, (i) the Estate is capable, in the opinion of counsel to the Company, of transferring to the

surviving Members, full legal and equitable lien-free title to the deceased Member's Units, and (ii) the Estate shall bear, and hold the Company and the surviving Members harmless from, all costs and expenses required for securing any court orders, court decrees, court approvals, inheritance tax clearances, and estate tax clearances required to enable the Estate to transfer to the surviving Members full legal and equitable lien-free title to the Decedent's Units

- (f) Non-purchased Units. If the Company and Members do not purchase any or all of the deceased Member's Units pursuant to this Section 4.05, then the deceased Member's conservator, personal representative, executor, or heirs, as applicable, shall succeed to such deceased Member's Units, but only if such person or entity is admitted as a Member pursuant to Section 4.01. If such person or entity is not admitted as a Member, then such person or entity shall be deemed to have forfeited its Units for no consideration without any action necessary on the part of the Company or such person or entity, unless otherwise agreed to by the Company in its sole discretion.
- (g) Units Held by an Entity. With respect to any Member that is an entity, such Member shall be considered to be a deceased Member and subject to the provisions of this Section 4.05 upon the death of any person that is a majority owner of such Member or upon the dissolution of such entity.

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

Section 4.07 Meetings.

(a) Voting Units. As used herein, the term "Voting Units" shall mean: the Common Units, for purposes of calling or holding any meeting of the Members holding Common Units, providing notice of such a meeting, forming a quorum for such a meeting, or taking any action by vote at a meeting or by written consent without a meeting, in all cases to take any action or conduct any business not described in this Section 4.07.

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

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

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

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

(f) **Conduct of Business.** The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Voting Members holding Common Units; **provided, however,** that the appropriate Voting Members shall have been notified of the meeting in accordance with **Section 4.07(c).** Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.08 Quorum. A quorum of any meeting of the Voting Members shall require the presence of the Members holding a majority of the appropriate Voting Units held by all Members. Subject to **Section 4.09,** no action at any meeting may be taken by the Members unless the appropriate quorum is present. Subject to **Section 4.09,** no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of Members holding a majority of the appropriate Voting Units held by all Members.

Section 4.09 Action Without Meeting. Notwithstanding the provisions of **Section 4.08,** any matter that is to be voted on, consented to or approved by Voting Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than a majority of the appropriate Voting Units held by all Members. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 4.10 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

Section 4.11 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

ARTICLE V
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

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

Section 5.02 Additional Capital Contributions.

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

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

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

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

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution;

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

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

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

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

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

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

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

Section 5.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in his, her or its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

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

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

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

ARTICLE VI ALLOCATIONS

Section 6.01 Allocation of Profits and Losses.

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

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

defined in Treasury Regulations Section 1.752-3(a)), if any, shall be allocated to and among the Members in accordance with their Membership Interests.

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

(d) All items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members for federal, state and local income tax purposes consistent with the manner that the corresponding items are allocated among the Members pursuant to this Section 6.01, except as may otherwise be provided herein or under the Code.

ARTICLE VII DISTRIBUTIONS

Section 7.01 General

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

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

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

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

Member with respect to which the withholding obligation applies shall pay to the Company the amount of such shortfall within thirty (30) days after notice by the Company. If a Member fails to make the required payment when due hereunder, and the Company nevertheless pays the withholding, in addition to the Company's remedies for breach of this Agreement, the amount paid shall be deemed a recourse loan from the Company to such Member bearing interest of ten percent (10%), and the Company shall apply all distributions or payments that would otherwise be made to such Member toward payment of the loan and interest, which payments or distributions shall be applied first to interest and then to principal until the loan is repaid in full.

Section 7.04 Tax Distributions. Within ninety (90) days after the end of each calendar year, to the extent of any available cash on hand, the Company shall distribute to each Member (any such distribution, a "Tax Distribution") an amount such that total distributions under Section 7.02 or Section 7.03 to such Member with respect to the calendar year recently ended are at least equal to the assumed federal, state and local income tax liability (such liability, a "Tax Liability") incurred by such Member with respect to such Member's distributive share of the Company's taxable net income for such taxable year. For purposes of the computation required by this Section 7.04, the taxable net income for a taxable year allocated to each Member shall be deemed to be reduced by any prior net loss allocated to such Member that was not previously taken into account under this sentence. Capital losses included in any such prior net losses shall be included in the computation only to the extent of subsequent capital gains. In calculating the amount of each Tax Distribution, the Company shall assume that each Member is taxable at the highest combined effective federal and state income tax rate applicable to individuals under the Code and the laws of the state in which any Member of the Company resides or where the Company does business and which state has highest effective state income tax rate of all of the states in which any Members of the Company reside or where the Company does business, giving effect to the different tax rates attributable to different types of income earned by the Company, and the deductibility of state taxes for federal income tax purposes. Any Tax Distribution shall be treated as an advance on the Member's rights to distributions under Sections 7.01 and 7.02 and shall reduce the amount of the first such distributions on a dollar-for-dollar basis. To the extent of available cash on hand, the Company may make advance Tax Distributions on a quarterly basis in the amounts estimated by the Manager to represent the Members' liabilities for quarterly estimated taxes. Any such advance Tax Distributions shall similarly reduce the Members' rights to distributions under Sections 3.1 and 3.2 (and to the amount of the annual distribution under this Section 7.04). If, as of the end of a taxable year, the aggregate advance Tax Distributions paid to a Member with respect to the Member's Tax Liability for such taxable year exceed the aggregate amount of Tax Distributions to which the Member is entitled for such taxable year, the Member shall promptly refund such excess to the Company and any such refunded amount shall be treated as if it were never distributed.

ARTICLE VIII MANAGEMENT

Section 8.01 Management of the Company. Subject to the provisions of Section 8.02 and except as otherwise provided by the LLC Act, the business, property and affairs of the Company shall be managed by one (1) Member (the "Manager"). The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company,

unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a duly adopted resolution expressly authorizing such action. The initial Manager shall be Gabriel Salazar.

Section 8.02 Actions Requiring Approval of Members. The Company shall not enter into any commitment, without the approval of Majority Unitholders to:

(a) Amend, modify or waive any provisions of the Certificate of Organization or this Agreement, in whole or in part; provided, however, that the Manager may, without the consent of the other Members, amend the Members Schedule following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Issue additional Membership Interests, equity securities, or other securities or, except in connection with a Transfer of Membership Interests that complies with the applicable provisions of Article IX and Section 5.04, admit additional Members to the Company;

(c) Incur any indebtedness, pledge or grant liens on any assets or guarantee, assume, endorse or otherwise become responsible for the obligations of any other Person in excess of One Hundred Thousand Dollars (\$100,000.00 USD) in a single transaction or series of related transactions, or in excess of Five Hundred Thousand Dollars (\$500,000.00 USD) in the aggregate at any time outstanding;

(d) Make any loan or advance to or a Capital Contribution or investment in, any Person, in excess of One Hundred Thousand Dollars (\$100,000.00 USD);

(e) Enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange or other acquisition (including by merger, consolidation, sale of stock or acquisition of assets) by the Company of any assets and/or equity interests of any Person, other than in the ordinary course of business consistent with past practice;

(f) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of any assets or equity interests, other than sales of inventory in the ordinary course of business consistent with past practice;

(g) Convert from a limited liability company to a corporation or change tax status;

(h) Enter into a new line of business;

(i) Settle any lawsuit, action, dispute or other proceeding or otherwise assume any liability or agree to the provision of any equitable relief by the Company;

(j) Dissolve, wind up or liquidate the Company or initiate a bankruptcy or state insolvency or receivership proceeding involving the Company.

Section 8.03 Removal; Resignation. The Manager may be removed at any time, with or without cause, by the Majority Unitholders. The Manager may resign at any time by delivering a written resignation to the Company, which resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of a particular event. Following the Manager's removal or resignation, a successor Manager shall be elected by the Majority Unitholders. The removal of the Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal by such Member from the Company.

Section 8.04 Compensation; No Employment.

(a) The Manager shall be reimbursed for his reasonable out-of-pocket expenses incurred in the performance of his duties as Manager, pursuant to such policies as from time to time established by the Manager. Nothing contained in this Section 8.04 shall be construed to preclude the Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

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

Section 8.05 Committees.

(a) Establishment. The Manager may, by resolution, designate from among the Members one or more committees, each of which shall be comprised of one or more Members; provided, however, that in no event may the Manager designate any committee with all of the authority of the Manager. Subject to the immediately preceding proviso, any such committee, to the extent provided in the resolution forming such committee, shall have and may exercise the authority of the Manager, subject to the limitations set forth in Section 8.04. The Manager may dissolve any committee or remove any member of a committee at any time.

(b) Limitation of Authority. No committee of the Manager shall have the authority of the Manager in reference to:

- (i) authorizing or making Distributions to the Members;
- (ii) authorizing the issuance of Preferred or Common Units;
- (iii) approving a plan of merger or sale of the Company;
- (iv) recommending to the Members a voluntary dissolution of the Company or a revocation thereof; or
- (v) altering or repealing any resolution of the Manager that by its terms provides that it shall not be so amendable or repealable.

Section 8.06 Officers.

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

Section 8.07 No Personal Liability. By Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

ARTICLE IX TRANSFER

Section 9.01 General Restrictions on Transfer.

(a) Except as permitted pursuant to Section 4.05 and Section 9.02, no Member shall Transfer all or any portion of its Membership Interest in the Company, except with the written consent of the Majority Unitholders. No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01 hereof.

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

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

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

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

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

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

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

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

(d) Except as provided in Section 4.05, no Transfer (including a Permitted Transfer) of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee (including a Permitted Transferee) is admitted as a Member of the Company in accordance with Section 4.01 hereof.

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

Section 9.02 Permitted Transfers. The provisions of Section 9.01 and Section 9.03 (with respect to the Dragging Member only) shall not apply to any of the following Transfers by any Member of any of its Units. The provisions of Section 9.01 shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to any of the following (each, a “Permitted Transferee” and, any such Transfer to a Permitted Transferee, a “Permitted Transfer”):

(a) Any Affiliate of such Member; or

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

Section 9.03 Tag Along; Drag Along. If the Majority Unitholders, propose to consummate, in one transaction or a series of related transactions, a sale transaction (each, a

“Transfer”), they shall give written notice of such proposed Transfer (the “Transfer Notice”) to all other Members (the “Minority Unitholders”) setting forth the consideration to be received and other terms of such proposed Transfer (the “Offer Terms”), the name, address, and business or occupation of the Person with whom such Transfer would be consummated (if known) and any other facts that are material to the proposed Transfer. The following provisions shall then apply:

(a) Participation.

(i) If the proposed Transfer is structured as a sale resulting in a majority of the Membership Interests of the Company being held by a bona fide purchaser, then each Minority Unitholder shall have the right, exercisable by written notice to the Majority Unitholders not later than ten (10) days following receipt of the Transfer Notice, to require the Majority Unitholders, as a condition of the proposed Transfer, to cause the acquisition of all (but not less than all) of the Membership Interests of the electing Minority Unitholder on terms no less favorable than the Offer Terms (the “Tag Along Right”).

(ii) If: (1) the proposed Transfer is structured as a sale of all or substantially all of the consolidated assets of the Company or as a merger, consolidation, recapitalization, or reorganization of the Company; or (2) the proposed Transfer is structured as a sale resulting in a majority of the Membership Interests of the Company being held by a bona fide purchaser and all of the Minority Unitholders do not exercise the Tag Along Right, the Majority Unitholders shall have the right to require all of the Minority Unitholders to, as applicable: (x) transfer all of their Membership Interests to the proposed transferee on terms no less favorable than the Offer Terms; or (y) vote in favor of the transaction and otherwise consent to and raise no objection to such transaction, and take all actions to waive any dissenters’, appraisal or other similar rights that it may have in connection with such transaction (the “Drag Along Right”).

(b) Conditions of Drag Along Sale. The obligations of the Minority Unitholders in respect of a Transfer under this Section 9.03(b) (each, a “Drag Along Sale”) are subject to the satisfaction of the following conditions:

(i) The consideration to be received by each Minority Unitholder shall be the same form and amount of consideration to be received by the Majority Unitholders and the terms and conditions of such sale shall, except as otherwise provided, be the same as those upon which the Majority Unitholders sell their Membership Interests;

(ii) If the Majority Unitholders or any Minority Unitholder is given an option as to the form and amount of consideration to be received, the same option shall be given to all Minority Unitholders; and

(iii) Each Minority Unitholder shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Majority Unitholders make or

provide in connection with the Drag Along Sale; provided, however, that each Minority Unitholder shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Membership Interest, authorization, execution and delivery of relevant documents, enforceability of such documents against the Minority Unitholder, and other matters relating to such Minority Unitholder, but not with respect to any of the foregoing with respect to any other Members or their respective Membership Interests; provided, however, further, that all representations, warranties, covenants and indemnities shall be made by the Majority Unitholders and each Minority Unitholder severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Majority Unitholders and each Minority Unitholder, in each case in an amount not to exceed the aggregate proceeds received by the Majority Unitholders and each such Minority Unitholder in connection with the Drag Along Sale.

(c) Consummation of Drag Along Sale. With respect to any Drag Along Sale, the Majority Unitholders shall have ninety (90) days following the date on which they exercise the Drag Along Right in which to consummate the Drag Along Sale, on terms no less favorable than the Offer Terms (which 90-day period may be extended for a reasonable time not to exceed one hundred eighty (180) days to the extent reasonably necessary). If at the end of such period the Majority Unitholders have not completed the Drag Along Sale, the Majority Unitholders may not then consummate the Drag Along Sale without again fully complying with the provisions of this Section 9.03.

(d) Cooperation. Each Minority Unitholder shall take all actions as may be reasonably necessary to consummate any such Transfer, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Majority Unitholders, all without undue condition or delay.

(e) Expenses. The fees and expenses of the Majority Unitholders incurred in connection with a Transfer and for the benefit of all Minority Unitholders (it being understood that costs incurred by or on behalf of a Majority Unitholders for their sole benefit will not be considered to be for the benefit of all Minority Unitholders), to the extent not paid or reimbursed by the Company or the bona fide purchaser, shall be shared by the Majority Unitholders and all the Minority Unitholders on a pro rata basis, based on the consideration received by each such Member; provided, however, that no Minority Unitholder shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Transfer.

ARTICLE X COVENANTS AND REGULATORY DIVESTMENTS

Section 10.01 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, he will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company, the Company Subsidiaries and their Affiliates that are not

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

(b) Nothing contained in Section 10.01(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to other Members; (vi) to such Member’s Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 10.01 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Units from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 10.01 as if a Member; provided, however, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

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

the Confidential Information to be bound by a confidentiality agreement with the disclosing Member or any of its Representatives.

Section 10.02 Regulatory Issues; Divestment.

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

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

(c) In the event that a Member shall experience a Regulatory Problem which causes such Member to become an Affected Member, such Affected Member shall promptly notify the Company and Manager of the relevant details and take all actions necessary or advisable to eliminate, terminate, discontinue or otherwise cure the Regulatory Problem within ninety (90) days, including: (i) terminating the activity, relationship or other circumstances giving rise to the Regulatory Problem; (ii) effecting the Transfer of its Units as permitted hereunder; (iii) immediately providing the applicable Cannabis Enforcement Authority with all information required or requested of the Affected Member; and (iv) taking all other actions as may be necessary or appropriate to remedy the Regulatory Problem. If the foregoing are not able to resolve the Regulatory Problem within ninety (90) days, then the Affected Member shall be deemed to have forfeited its Units for no consideration without any action necessary on the part of the Company or the Affected Member.

(d) In the event that a Manager (or a Company Officer) shall experience a Regulatory Problem which causes such Manager or Officer to become an Affected Manager, such Affected Manager shall promptly notify the Company and the Manager of the relevant details and take all actions necessary or advisable to eliminate, terminate, discontinue or otherwise cure the Regulatory Problem within ninety (90) days, including: (i) terminating the activity, relationship or other circumstances giving rise to the Regulatory Problem; (ii) resigning as Manager or Officer; (iii) immediately providing the applicable Cannabis Enforcement Authority with all information required or requested of the Affected Manager; and (iv) taking all other actions as may be necessary or appropriate to remedy the Regulatory Problem.

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

ARTICLE XI ACCOUNTING; TAX MATTERS

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

Section 11.02 Partnership Tax Representative.

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

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

(c) Income Tax Elections. Subject to Section 8.02, the Partnership Representative shall have sole discretion to make any income tax election it deems advisable on behalf of the Company. All determinations as to tax elections and accounting principles shall be made solely by the Partnership Representative.

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

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

Section 11.03 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 8.06) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

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

ARTICLE XII DISSOLUTION AND LIQUIDATION

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

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

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

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

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

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

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

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

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

(iii) Third, to the Members pro rata in proportion to their respective Capital Contributions, until each Member has received aggregate Distributions under this Section 12.03(c)(iii) and any prior Distributions made under Section 7.02 equal to the Capital Contributions attributable to such Member; and

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

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 12.03 that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 12.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue

loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 12.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, any property to be Distributed will be valued at its Fair Market Value.

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

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

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

ARTICLE XIII EXCULPATION AND INDEMNIFICATION

Section 13.01 Exculpation of Covered Persons.

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

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

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

Section 13.02 Liabilities and Duties of Covered Persons.

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

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

Section 13.03 Indemnification.

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

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

(ii) The fact that such Covered Person is or was acting in connection with the business of the Company as a partner, Member, stockholder, controlling Affiliate, Manager, director, Officer, employee or agent of the Company, any

Member, or any of their respective controlling Affiliates, or that such Covered Person is or was serving at the request of the Company as a partner, Member, Manager, director, Officer, employee or agent of any Person including the Company or any Company Subsidiary;

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

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

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

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

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in

this Section 13.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

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

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

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

ARTICLE XIV MISCELLANEOUS

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

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

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

other address for a party as shall be specified in a notice given in accordance with this Section 14.03):

If to the Company: We Can Deliver Boston, LLC
c/o Gabriel Salazar, Manager
30 Ridgecrest Drive, Unit E
West Roxbury, MA 02132
E-mail: gabe@wecandeliverboston.com

with a copy to: Vicente Sederberg LLP
2 Seaport Lane, 11th Floor
Boston, MA 02110
E-mail: jeremy@vicentesederberg.com
Attention: Jeremy Shaw, Esq.

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

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

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

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

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

Section 14.08 No Third-party Beneficiaries. Except as provided in Article XIII which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators,

successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 14.09 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Manager and the Majority Unitholders. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Schedule of Members following any new issuance, redemption, repurchase or Transfer of Units in accordance with this Agreement may be made by the Manager without the consent of or execution by the Members.

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

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

Section 14.12 Arbitration.

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

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

(c) Arbitration Proceedings.

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

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

(d) Award.

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

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

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

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

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

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

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

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

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

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

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

[Signature Page to Follow]

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

Company:

WE CAN DELIVER BOSTON, LLC

By: _____

Name: Gabriel Salazar

Title: Manager

The Members:

Gabriel Salazar, individually

Brittany Salazar, individually

**EXHIBIT A
FORM OF JOINDER AGREEMENT**

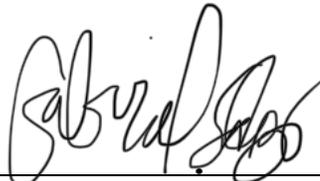
The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of May 12, 2020, (as amended, modified, restated or supplemented from time to time, the "Operating Agreement"), among We Can Deliver Boston, LLC, a Massachusetts limited liability corporation (the "Company"), and its Members party thereto.

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

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

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

~~5/13/2020~~

By:  _____

Name: **Gabriel Salazar**

**SCHEDULE A
SCHEDULE OF MEMBERS**

| Member Name and Address | Common Units | Capital Contributions |
|--------------------------------|---------------------|------------------------------|
| Gabriel Salazar | 70,000 | \$70 |
| Brittany Salazar | 30,000 | \$30 |
| Total: | 100,000 | \$100 |

We Can Deliver Boston

Cannabis Delivery Business Plan

Executive Summary

Get same day express delivery

Our business goal is to become one of the leading cannabis courier and delivery services companies in Massachusetts and we will make sure that every deliver we handle competes favorably with the best in the industry in terms of time, safety, and the law.

We have spent time and resources to deliver other regulated products. We have almost a year's worth of experience delivering and scaling in a related industry doing thousands of orders/week. We plan to take that experience where we've become experts in pricing, efficiency, and safety and apply it to the cannabis space.

Much more than safe, convenient, discreet, and friendly. Our customer care is going to be second to none in Massachusetts. We know that our customers are the reason why we are in business, which is why we will go the extra mile to satisfy with our service and to become our loyal customers and brand ambassadors.

At We Can Deliver Boston, LLC our client's best interest come first, and everything we do will be guided by our values, and ethics. We will ensure that we hold ourselves accountable to the highest standards by delivering efficiently and as seamless as possible.

We will create a culture that cultivates a community driven, sustainable approach to earning a living, for our partners, employees and for our clients. We Can Deliver Boston, LLC is a family business that is owned and managed by Gabriel Salazar. He will bring his experience and expertise to help build and grow We Can Deliver Boston, LLC, the companies we partner with, and also the youth and communities of Massachusetts.

Executive Summary

High Level Goals

1. Safety
2. Efficiency
3. Community driven
4. Philanthropy
5. Diversity

The Customer

The target market for those who need the services and products of courier and delivery services businesses. It is fact that almost all adults who use cannabis would look for express and scheduled delivery.

In view of that, we have conducted our market research and we have ideas of what our target market would be expecting from us. We are in the courier and delivery services industry to attract the following clients

Applicants
Corporate Executives
Dispensaries
Online stores (e – commerce organizations)
Adults over 21
Patients
Dispensaries

The Consumer

All adults over the age of 21 who can legally purchase cannabis and cannabis products.

We Can Deliver Boston, LLC's Competitive Advantage

We currently do deliveries of alcohol. Alcohol, like marijuana, is a regulated product. Many of the same laws are applicable that the couriers currently do. We have built a process that works well for our drivers, the liquor stores, and the consumer. With transparency, and a team focused mindset that the liquor store, and other partner company, communication is a transparent and clear as possible. We hire local community members for the fact that they know, lived, and are familiar with the locations where we deliver.

The business model we will be operating on, ease of payment, delivery radius that makes sense, and our excellent customer service culture. We have a team that can go all the way to give our clients value for their money; a team that are trained and equipped to pay attention to details and deliver on time.

Lastly, our employees will be well taken care of, and their benefit package will be among the best within our category in the industry meaning that they will be more than willing to build the business with us and help deliver our set goals and achieve all our aims and objectives.

Our mission is to help the community by giving opportunities. This is an advantage because clients, employees, and the public will see, and be part of the vision to unite, and empower our communities.

Go to Market

- Introduce our business by sending introductory letters alongside our brochure to corporate organizations, households and key stake holders in Boston and other cities in Massachusetts.
- Print handbills about our business and its locations
- Advertise on the internet on blogs and forums, and also on social media like Twitter, Facebook, LinkedIn to get our message across, so that those on the social media or those who read blogs can know where to go when they need the services of a courier and delivery services company in full compliance with the Commission's advertising regulations
- Create a basic website for our business, to give our business an online presence in full compliance with the Commission's advertising regulations
- Directly market our business in full compliance with the Commission's advertising regulations
- Join local business centers associations for industry trends and tips
- List our business on yellow pages ads (local directories)
- Encourage the use of word of mouth marketing (referrals)

Operations

So how will the actual deliveries work?

Just like alcohol delivery, with a few more steps and safeguards.

Before placing their first order, adult-use customers will have to be pre-verified by the dispensary from which they want to order from. The customer will go there to verify their age and identity, providing a government-issued ID showing they're over 21. And when their delivery arrives, they'll have to confirm their age and identity again before their order is handed over. Delivery companies are legally required to give the order to the specific person who placed it.

The new regulations limit deliveries to between 8 a.m. and 9 p.m. — so late-night orders will be illegal — and customers won't be able to make more than one order a day.

Can-Doers, who are required to travel in pairs, will be monitored by GPS to make sure orders go to the right place. Can-Doers will also be required to wear body cameras. Law enforcement will be able to access the videos with a valid court order or search warrant. We Can Deliver Boston LLC will keep the videos for 30 days and are not allowed to share them with a third party.

The same limits on in-person purchases also apply for deliveries, meaning no more than 1 ounce of marijuana or its equivalent (individual dispensaries may also set lower limits). In addition to trying to minimize the amount of cash that delivery employees have on them, the new rules also stipulate that they cannot transport more than \$10,000 worth of marijuana at a time.

Not everyone will be able to order home-delivery weed. Deliveries won't be allowed at college dorms and other university housing, hotels, bed-and-breakfasts, federally subsidized housing, and shelters. Customers also can't order deliveries to places other than their primary residence.

Technology

Onfleet

GPS monitoring systems

Body cams

Dash cams

Marketing

Dispensary markets on their website and store

We Can Deliver app and website in full compliance with the Commission's advertising regulations

3rd Party websites in full compliance with the Commission's advertising regulations

Dispensary targets

All recreational dispensaries in Massachusetts.

Revenue Model

We Can Deliver Boston charges a delivery fee to the dispensary and also to the customer.

We Can Deliver Boston is established with the aim of maximizing profits in the express Cannabis courier and delivery service industry and we are going to go all the way to ensure that we do all it takes to offer our services and products to a wide range of customers.

We Can Deliver Boston will generate income by offering the following services.

Providing express delivery services

Scheduled delivery service

Packing and sorting

Transferring and trucking (without storage)

Delivering high-value-to-weight products

Team

1. Dispensary
2. 3rd party website
3. We Can Deliver Boston
4. Can-Doers (couriers)
5. Dispatchers

Financial Picture

We have been able to be part of the courier and delivery services industry; we have been able to come up with the following sales forecast. The sales projections are based on information gathered on the field and some assumptions.

Below are the sales projections for We Can Deliver Boston, it is based on the location of our business and the wide range of services that we will be offering.

First Fiscal Year-: \$240,000

Second Fiscal Year-: \$450,000

Third Fiscal Year-: \$750,000

PLAN FOR OBTAINING LIABILITY INSURANCE

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

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

RECORDKEEPING PROCEDURES

General Overview

We Can Deliver Boston LLC (“We Can Deliver”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of We Can Deliver documents. Records will be stored at We Can Deliver in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

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

- Corporate Records

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

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

- Business Records

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

- Assets and liabilities;
- Monetary transactions;

- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost;
- 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 We Can Deliver.
- Personnel Records

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with We Can Deliver and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - We Can Deliver will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Incident Reporting Records
 - Within ten (10) calendar days, We Can Deliver will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by We Can Deliver for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within We Can Deliver's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if We Can Deliver is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - We Can Deliver will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records
 - Records that any and all of We Can Deliver's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - We Can Deliver shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure

- In the event We Can Deliver closes, all records will be kept for at least two (2) years at We Can Deliver's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, We Can Deliver will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures
Policies and Procedures related to We Can Deliver's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of We Can Deliver's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Price list;
 - Procedures to ensure accurate recordkeeping, including inventory protocols 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 will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to We Can Deliver operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - A list of all board of directors, members, and executives of We Can Deliver, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on We Can Deliver's website.
 - Policies and procedures for the handling of cash on We Can Deliver premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
 - 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 will include:

- 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;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - 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 applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - We Can Deliver shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

We Can Deliver Boston LLC's ("We Can Deliver") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

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

Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Contracts with marijuana retailers;
- Contracts with third party delivery platforms;
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.

- License Renewal Records

We Can Deliver shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

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

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

Agent Personnel Records

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

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

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

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for We Can Deliver will undergo a detailed background investigation prior to being granted access to a We Can Deliver facility or vehicle or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for We Can Deliver pursuant to 935 CMR 500.030 and will be used by the Chief Executive Officer, who will be registered with the Department of Criminal Justice

Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with We Can Deliver.

- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, We Can Deliver will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, We Can Deliver will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Table B to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, We Can Deliver will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or

probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and

- x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
 - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by We Can Deliver or the Commission.

Personnel Policies and Training

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

We Can Deliver will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to We Can Deliver operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the

Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Firearms are strictly prohibited from We Can Deliver vehicles and from We Can Deliver agents performing home deliveries.

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

DIVERSITY PLAN

Overview

We Can Deliver Boston LLC (“We Can Deliver Boston”) believes in creating and sustaining a robust policy of inclusivity and diversity. We Can Deliver Boston recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. We Can Deliver Boston is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

To support such populations, we created the following Diversity Plan (the “Plan”) and identified and created goals/programs to promote equity in our operations.

Goals

In order for us to promote equity for the above-listed groups in its operations, we have established the following goals to increasing the number of individuals falling into the above-listed demographics working in the establishment:

1. Hire a staff comprised of at least 40% women;
2. Hire a staff comprised of at least 25% minorities;
3. Hire a staff that is at least 25% veteran, LGBTQ+, or with a disability, recognizing that it may be difficult for We Can Deliver Boston to identify whether or not its employees meet these criteria.

Diversity Recruitment and Sourcing

We Can Deliver Boston’s recruitment efforts are designed to maintain a steady flow of qualified diverse applicants. We Can Deliver Boston will seek ensure that its employees identify from diverse backgrounds as identified by the Commission. Measures that we will take include:

- Advertising employment opportunities and career fairs in nearby news publications such as the Athol Daily News or The Greenfield Recorder and networking groups for those who identify as minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+. At least one (1) advertisement will occur whenever a job becomes available;
- Advertising employment opportunities and career fairs with organizations serving minorities, women, people of all gender identities and sexual orientations, veterans, and persons with disabilities for employment referrals, whenever a job becomes available;
- Providing briefings to representatives from recruitment sources concerning current and future job openings whenever a job opening becomes available; and

- Encouraging employees from diverse groups to refer applicants for employment.

Measuring Progress

The Chief Executive Officer will be responsible for auditing the Diversity Plan annually upon Provisional Certificate renewal. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will evaluate whether We Can Deliver Boston:

1. Hired a staff comprised of at least 40% women;
2. Hired a staff comprised of at least 25% minorities;
3. Hired a staff that is at least 25% veteran, LGBTQ+, or with a disability, recognizing that it may be difficult for We Can Deliver Boston to identify whether or not its employees meet these criteria; and
4. Whether We Can Deliver Boston advertised employment opportunities in the local newspaper, to local networking sources, and internally to diverse employees.

Acknowledgements

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