Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281866

Original Issued Date: 12/05/2019

Issued Date: 11/19/2020

Expiration Date: 12/05/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Just Healthy, LLC

Phone Number: 440-623-4528 **Email Address:** kkiffner@greengrowthbrands.com

Business Address 1: 1010 Ryan Road **Business Address 2:**

Business City: Northampton **Business State:** MA **Business Zip Code:** 01062

Mailing Address 1: 202 State Street **Mailing Address 2:**

Mailing City: Northampton **Mailing State:** MA **Mailing Zip Code:** 01060

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RPA201898

RMD INFORMATION

Name of RMD: Just Healthy, LLC

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 **Percentage Of Control:** 100

Role: Owner / Partner **Other Role:**

First Name: GGB Massachusetts **Last Name:** LLC **Suffix:**

Gender: Decline to Answer **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: GGB Massachusetts, LLC **Entity DBA:** **DBA City:**

Entity Description: Capital Contributor and Owner of Just Healthy, LLC

Foreign Subsidiary Narrative:

Entity Phone: **Entity Email:** **Entity Website:**

Entity Address 1: **Entity Address 2:**

Entity City: **Entity State:** **Entity Zip Code:**

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: GGB Massachusetts, LLC is the capital contributor and sole member of Just Healthy, LLC, which is member-managed.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: William **Last Name:** Phelan **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Phelan is the Chief Operating Officer of Just Healthy, LLC.

Close Associates or Member 2

First Name: Neil **Last Name:** Phelan **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Phelan is the Vice President of Just Healthy, LLC.

Close Associates or Member 3

First Name: Brett **Last Name:** Sprau **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Sprau is the Vice President of Just Healthy, LLC.

Close Associates or Member 4

First Name: Kent **Last Name:** Kiffner **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Kiffner is the Secretary of Just Healthy, LLC.

Close Associates or Member 5

First Name: GGB **Last Name:** Massachusetts, LLC **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: GGB Massachusetts, LLC is the capital contributor and Owner of Just Healthy, LLC.

Close Associates or Member 6

First Name: Green Growth **Last Name:** Brands, Inc. **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Green Growth Brands,Inc. is the Parent Company of GGB Massachusetts, LLC. Please note, the former name of Green Growth Brands, Inc. is Xanthic Biopharma, Inc.

Close Associates or Member 7

First Name: Marc **Last Name:** Lehmann **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Lehmann is a Board Member of Green Growth Brands, Inc.

Close Associates or Member 8

First Name: Jean **Last Name:** Schottenstein **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Ms. Schottenstein is a Board Member of Green Growth Brands, Inc.

Close Associates or Member 9

First Name: Stephen **Last Name:** Stoute **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Stoute is a Board Member of Green Growth Brands, Inc.

Close Associates or Member 10

First Name: Timothy **Last Name:** Moore **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Moore is a Board Member of Green Growth Brands, Inc.

Close Associates or Member 11

First Name: Carli **Last Name:** Posner **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Ms. Posner is a Board Member of Green Growth Brands, Inc.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: GGB Massachusetts, LLC **Entity DBA:**

Email: kkiffner@greengrowthbrands.com **Phone:** 440-623-4528

Address 1: 4300 East 5th Ave **Address 2:**

City: Columbus **State:** OH **Zip Code:** 43218

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** $7600000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: GGB Massachusetts, LLC **Owner Last Name:** **Owner Suffix:**

Entity Legal Name: Nevada Organic Remedies, LLC **Entity DBA:** The Source

Entity Description: Medical and Recreational Dispensary in Nevada owned by GGB Massachusetts, LLC 's parent company Green Growth Brands, Inc.

Entity Phone: 702-708-1111 **Entity Email:** info@thesourcenv.com **Entity Website:**

Entity Address 1: 2905 E. Windmill Lane **Entity Address 2:**

Entity City: Las Vegas **Entity State:** NV **Entity Zip Code:** 89123 **Entity Country:** United

States

Entity Mailing Address 1: 2905 E. Windmill Lane **Entity Mailing Address 2:**

Entity Mailing City: Las Vegas **Entity Mailing State:** NV **Entity Mailing Zip Code:** 89123 **Entity Mailing Country:** United States

Business Interest in Other State 2

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

Owner First Name: GGB Massachusetts, LLC **Owner Last Name:** **Owner Suffix:**

Entity Legal Name: Henderson Organic Remedies LLC **Entity DBA:** The Source

Entity Description: Owns and operates an adult-use dispensary license in Henderson, NV

Entity Phone: 702-708-2222 **Entity Email:** info@thesourcenv.com **Entity Website:**

Entity Address 1: 9480 S. Eastern Boulevard **Entity Address 2:** Suite 185

Entity City: Henderson **Entity State:** NV **Entity Zip Code:** 89123 **Entity Country:** United States

Entity Mailing Address 1: 2009 E. Windmill Lane **Entity Mailing Address 2:**

Entity Mailing City: Las Vegas **Entity Mailing State:** NV **Entity Mailing Zip Code:** 89123 **Entity Mailing Country:** United States

Business Interest in Other State 3

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

Owner First Name: GGB Massachusetts, LLC **Owner Last Name:** **Owner Suffix:**

Entity Legal Name: Wellness Orchards of Nevada LLC **Entity DBA:**

Entity Description: Owns and operates an adult-use and medical cultivation facility in Pahrump, NV

Entity Phone: 702-708-1111 **Entity Email:** info@thesourcenv.com **Entity Website:**

Entity Address 1: 801 S. Panorama Street **Entity Address 2:**

Entity City: Pahrump **Entity State:** NV **Entity Zip Code:** 89048 **Entity Country:** United States

Entity Mailing Address 1: 2009 E. Windmill Lane **Entity Mailing Address 2:**

Entity Mailing City: Las Vegas **Entity Mailing State:** NV **Entity Mailing Zip Code:** 89123 **Entity Mailing Country:** United States

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1010 Ryan Road

Establishment Address 2:

Establishment City: Northampton **Establishment Zip Code:** 01062

Approximate square footage of the Establishment: 81200 **How many abutters does this property have?:** 74

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

Cultivation Tier: Tier 07: 50,0001 to 60,000 sq. ft **Cultivation Environment:** Indoor

FEE QUESTIONS

Cultivation Tier: Tier 07: 50,0001 to 60,000 sq. ft **Cultivation Environment:** Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification Form_Northampton.pdf	pdf	5c21000716fa0d7202ce992d	12/24/2018
Community Outreach Meeting Documentation	Just Healthy Community Outreach Meeting Documentation.pdf	pdf	5c21024d21b7c17a8fe2e0a0	12/24/2018
Plan to Remain Compliant with Local Zoning	Just Healthy_Compliance with Local Zoning_Cultivation & Processing.pdf	pdf	5c21028821b7c17a8fe2e0a4	12/24/2018

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.: $-1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Just Healthy_Revised Plan for Positive Impact.pdf	pdf	5ca79c393183181258e207de	04/05/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Brett **Last Name:** Sprau **Suffix:**

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 2

Role: **Other Role:**

First Name: William **Last Name:** Phelan **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Neil **Last Name:** Phelan **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 4

Role: **Other Role:**

First Name: Kent **Last Name:** Kiffner **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: **Other Role:**

First Name: Marc **Last Name:** Lehmann **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 6

Role: **Other Role:**

First Name: Jean **Last Name:** Schottenstein **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 7

Role: **Other Role:**

First Name: Stephen **Last Name:** Stoute **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 8

Role: **Other Role:**

First Name: Timothy **Last Name:** Moore **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 9

Role: **Other Role:**

First Name: Carli **Last Name:** Posner **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 10

Role: **Other Role:**

First Name: **Last Name:** **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:** Owner of Just Healthy, LLC

Entity Legal Name: GGB Massachusetts, LLC **Entity DBA:**

Entity Description: Capital Contributor and Owner of Just Healthy, LLC

Phone: 440-623-4528 **Email:** kkiffner@greengrowthbrands.com

Primary Business Address 1: 4300 East 5th Ave **Primary Business Address 2:**

Primary Business City: Columbus **Primary Business State:** OH **Principal Business Zip Code:** 43218

Additional Information:

Entity Background Check Information 2

Role: Parent Company **Other Role:**

Entity Legal Name: Green Growth Brands, Inc. **Entity DBA:** Formally known as Xanthic Biopharma

Entity Description: Green Growth Brands, Inc. is the parent company of GGB Massachusetts

Phone: 614-508-4222 **Email:** GGBinfo@greengrowthbrands.com

Primary Business Address 1: 4300 East Fifth Avenue **Primary Business Address 2:**

Primary Business City: Columbus **Primary Business State:** OH **Principal Business Zip Code:** 43219

Additional Information: Green Growth Brands, Inc. is a Canadian entity, therefore an EIN does not exist.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Mass_Cert_Good_Standing_DOR.pdf	pdf	5c1d1c1ce96db37a99be39eb	12/21/2018
Articles of Organization	Just Healthy LLC - Articles of Entity Conversion.pdf	pdf	5c1d399316fa0d7202ce973c	12/21/2018
Secretary of Commonwealth - Certificate of Good Standing	Just Healthy Cert of Good Standing SOC.pdf	pdf	5c21295721b7c17a8fe2e129	12/24/2018
Bylaws	Just_Healthy_LLC_Operating_Agreement_02.23.18_FINAL.pdf	pdf	5c212b2b16fa0d7202ce99b5	12/24/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Just Healthy_DUA CoGS Attestation 9.30.2020.pdf	pdf	5f7a5e3ba54dc507c1f53742	10/04/2020
Department of Revenue - Certificate of Good standing	Just Healthy_DoR CoGS 9.30.2020.pdf	pdf	5f7a5e3fd4713f079b925d79	10/04/2020
Secretary of Commonwealth - Certificate of Good Standing	Just Healthy_SoC CoGS 9.25.2020.pdf	pdf	5f7a5e4673481907b14c979c	10/04/2020

Massachusetts Business Identification Number: 001316877

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Just Healthy_Business Plan.pdf	pdf	5c2108abe96db37a99be3c8e	12/24/2018
Plan for Liability Insurance	Just Healthy_Plan for Obtaining Liability Insurance.pdf	pdf	5c212a1cdbf9ca7aade2d4f7	12/24/2018
Proposed Timeline	Just Healthy_Proposed Timeline_Cultivator.pdf	pdf	5f7b7e71d4713f079b926096	10/05/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Diversity plan	Just Healthy_Revised Diversity Plan.pdf	pdf	5ca79c585fd63c1b24ebaa70	04/05/2019
Policies and Procedures for cultivating.	Just Healthy_Policies and Procedures for Cultivating.pdf	pdf	5f721b4911982107a7230965	09/28/2020
Storage of marijuana	Just Healthy_Storage Policy.pdf	pdf	5f721b52564e5f07d034b062	09/28/2020
Maintaining of financial records	Just Healthy_Financial Records.pdf	pdf	5f721b5ca54dc507c1f52427	09/28/2020
Qualifications and training	Just Healthy_Qualifications and Training.pdf	pdf	5f721b669bb9f307992885d7	09/28/2020
Record Keeping procedures	Just Healthy_Recordkeeping Procedures.pdf	pdf	5f721b79a54dc507c1f5242b	09/28/2020
Inventory procedures	Just Healthy_Inventory Procedures.pdf	pdf	5f721b879bb9f307992885db	09/28/2020
Prevention of diversion	Just Healthy_Prevention of Diversion.pdf	pdf	5f721b925f18f707b2bf0f4d	09/28/2020
Security plan	Just Healthy_Security Plan_PM and Cultivation.pdf	pdf	5f721ba211982107a723096d	09/28/2020
Restricting Access to age 21 and older	Just Healthy_Plan for Restricting Access to 21.pdf	pdf	5f721bad9bb9f307992885df	09/28/2020
Separating recreational from medical operations, if applicable	Just Healthy_Plan for Separating Recreational from Medical Operations.pdf	pdf	5f721bc011982107a7230971	09/28/2020
Transportation of marijuana	Just Healthy_Transportation of Marijuana.pdf	pdf	5f721bd0ac4d5e07c7f9d143	09/28/2020
Quality control and testing	Just Healthy_Quality Control and Testing.pdf	pdf	5f721bdcbe635707e886c8d3	09/28/2020
Energy Compliance Plan	Just Healthy_Cultivation_Energy Compliance Plan 4851-4982-2669 v.1.pdf	pdf	5f7b95b3e4c06f07e61d3003	10/05/2020
Personnel policies including background checks	Just Healthy_Personnel Policies Including Background Checks.pdf	pdf	5f7b990e564e5f07d034c70a	10/05/2020

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 Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notifcation: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Although Just Healthy has not yet received a Final License for any of its adult-use licenses, Just Healthy has already begun the process of drafting the materials and documentation that it needs in order to effectuate its Positive Impact Plan. A copy of some of those materials is included below.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Although Just Healthy has not yet received a Final License for any of its adult-use licenses, Just Healthy has already begun the process of drafting the materials and documentation that it needs in order to effectuate its Diversity Plan. A copy of some of those materials is included below.

HOURS OF OPERATION

Monday From: 6:00 AM	**Monday To:** 12:00 AM
Tuesday From: 6:00 AM	**Tuesday To:** 12:00 AM
Wednesday From: 6:00 AM	**Wednesday To:** 12:00 AM
Thursday From: 6:00 AM	**Thursday To:** 12:00 AM
Friday From: 6:00 AM	**Friday To:** 12:00 AM
Saturday From: 6:00 AM	**Saturday To:** 12:00 AM
Sunday From: 6:00 AM	**Sunday To:** 12:00 AM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

Applicant

I, William P. Phelan, (*insert name*) certify as an authorized representative of Just Healthy LLC (*insert name of applicant*) that the applicant has executed a host community agreement with City of Northampton (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on December 7, 2018 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, DAVID J. NARKEWICZ, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for CITY OF NORTHAMPTON (*insert name of host community*) to certify that the applicant and CITY OF NORTHAMPTON (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on DECEMBER 7, 2018 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. 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(1).

I, Neil Phelan, (*insert name*) attest as an authorized representative of Just Healthy LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on Sept. 19, 2018 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on Sept. 12, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on Sept. 12, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on Sept. 11, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

5. Information was presented at the community outreach meeting including:
    a. The type(s) of Marijuana Establishment 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 Marijuana Establishment to prevent diversion to minors;
    d. A plan by the Marijuana Establishment to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Tax: 0.00

Total Payments: 68.27

Amount Due: 0.00

ATTACHMENT A

Community Outreach Meeting 9/19 - Thank you for your business!

Ad Copy

A Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 9/19/18 at 7:00 pm at Florence Civic & Business Association. The proposed cultivation and retail is anticipated to be located at 1010 Ryan Road in Florence (cultivation) and 58 Pleasant Street in Northampton (retail). There will be an opportunity for the public to ask questions.September 12

18382

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Neil Phelan
518-369-0542

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Neil Phelan
518-369-0542

ATTACHMENT A

The Daily Hampshire Gazette

115 Conz Street, Northampton, MA

413-584-5000 | Fax: 413-584-5299 | Customer Service 413-586-1925

Advertising Receipt

CREDIT LEGALS
115 CONZ ST
NORTHAMPTON, MA 01060

Cust#:22224
Ad#:18382
Phone#:413-586-1700
Date:09/12/2018

Salesperson: DANE KUTTLER **Classification: Legals** **Ad Size: 1.0 x 1.50**

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Daily Hampshire Gazette	09/12/2018	09/12/2018	1	68.27	68.27

Payment Information:

Date:	Order#	Type
09/11/2018	18382	CreditCard

Total Amount: 68.27
Tax: 0.00
Total Payments: 68.27
Amount Due: 0.00

Community Outreach Meeting 9/19 - Thank you for your business!

Ad Copy

A Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 9/19/18 at 7:00 pm at Florence Civic & Business Association. The proposed cultivation and retail is anticipated to be located at 1010 Ryan Road in Florence (cultivation) and 58 Pleasant Street in Northampton (retail). There will be an opportunity for the public to ask questions.September 12

18382

ATTACHMENT B

September 12, 2018

Just Healthy, LLC
56 Colborne Road
Boston, MA 02135 USA

Pamela L. Powers
210 Main St.: Room 4
Northampton, MA 01060

Re: Notice by Just Healthy, LLC of Community Outreach Meeting

To Whom it May Concern:

I Pamela Powers, the City Clerk of the City of Northampton, MA received notice of Just Healthy, LLC's September 19, 2018 community outreach meeting for the siting of an Adult Use or Recreational Marijuana Cultivator, Marijuana Product Manufacturer facility, Marijuana Retail licenses at 1010 Ryan Road (Marijuana Cultivator, Marijuana Product Manufacturer Facility, Marijuana Retail) and 58 Pleasant Street, Northampton (Marijuana Retail). The meeting is to be held on September 19th, 2018 at 7:00 pm at the Florence Civic & Business Association. Legal notice was published today in the The Daily Hampshire Gazette and a mailed notice has been sent yesterday (9/11/18) to all abuters within 300 feet.

Sincerely,

_____

Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **9/19/18 at 7:00 pm** at **Florence Civic & Business Association** at 90 Park St, Florence, MA 01062

The proposed cultivation and retail is anticipated to be located at 1010 Ryan Road in Florence (Cultivation/Processing) and 58 Pleasant Street in Northampton (Retail). There will be an opportunity for the public to ask questions.

We look forward to seeing everyone at 7:00 pm
neil@justhealthy.org | www.justhealthy.org

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Just Healthy, LLC ("Just Healthy") will remain compliant at all times with the local zoning requirements set forth in the City of Northampton's Zoning Ordinance. In according with Section 350 – 5.2 and Attachment 15, marijuana production or cultivation is allowed by right in an industrial zoning district or where industrial facilities or uses have been allowed by a Special Permit Site Plan and Finding from the Planning Board and Zoning Board of Appeals. Just Healthy's proposed marijuana production and cultivation is located at 1010 Ryan Road, Northampton in a pre-existing industrial site.

In compliance with 935 CMR 500.110(3) the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12.

As required by Northampton's Zoning Ordinance, Just Healthy applied for a Finding from the Northampton Zoning Board of Appeals to change the use of pre-existing non-conforming gravel pit and stone crushing operation to a marijuana cultivation production facility. The ZBA approved the change of use by a unanimous vote in its Decision of August 14, 2018. The construction of the marijuana facility required a Site Plan Special Permit from the Northampton Planning Board which the Planning Board unanimously approved in its Decision of August 14, 2018.

Just Healthy will apply for any other local permits required to operate a marijuana production or cultivation facility at the proposed location. Just Healthy will comply with all conditions and standards set forth in any local permit required to operate the facility at Just Healthy's proposed location.

Just Healthy has already attended several meetings with various municipal officials and boards to discuss Just Healthy's plans for the marijuana production or cultivation facility and has executed a Host Community Agreement with the City of Northampton. Just Healthy will continue to work cooperatively with various municipal departments, boards and officials to ensure that Just Healthy's the marijuana production and cultivation facility remains compliant with all local laws, regulations, rules and codes with respect to design, construction, operation and security.

As Just Healthy, LLC is not yet operational for adult use at this location, the municipality has not borne any costs reasonably related to the operation of the adult-use establishment.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Just Healthy, LLC ("Just Healthy") is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support such populations, Just Healthy has created the following Plan to Positively Impact Areas of Disproportionate Impact (the "Plan") and has identified and created goals/programs to positively impact the City of Holyoke.

Goals

In order for Just Healthy to positively impact Holyoke, Just Healthy has established the following goals:

1. Investing the future of Holyoke by supporting, tutoring and mentoring children at-risk;
2. Developing and improving housing for low and moderate-income Holyoke residents;
3. Preserving Holyoke's historic architectural heritage;
4. Helping to facilitate entry into the adult-use cannabis industry for past or present residents of Holyoke; and
5. Assisting aspiring adult-use cannabis business owners and operators in Holyoke.

Programs

Just Healthy has developed specific programs to effectuate its stated goals to positively impact Holyoke. Such programs will include the following:

1. Supporting Homework House in Holyoke—a nonprofit in Holyoke that promotes educational success through free, individualized tutoring and mentoring for children at-risk—by volunteering on a quarterly basis and providing a monetary donation of $500.00
2. Supporting One Holyoke—a private nonprofit organization dedicated to improving housing for low- and moderate-income Holyoke residents— through a monetary donation of $500.00

3. Supporting Holyoke Preservation Trust—a 501(c)(3) non-profit organization invested in the preservation and restoration of historic and cultural properties and places within the city of Holyoke—through a monetary donation of $250.00
4. Giving hiring preference to individuals who are past or present residents of the City of Holyoke, whereby qualified candidates for open job postings with equal qualifications will be selected if they self-identify as a resident of Holyoke;
5. Creating a mentorship program designed to help aspiring cannabis business owners and operators in Holyoke by providing mentoring, consulting, and support for their adult-use cannabis business. Such support will cover but not be limited to the following:
    - Application guidance
    - Zoning guidance
    - Help with Funding
    - Cultivation guidance
    - Processing guidance
    - Retail guidance

    Just Healthy will assist no fewer than two (2) Holyoke residents a year through this mentorship program.

Measurements

Beginning upon receipt of Just Healthy's first "Commence Operations" designation from the Commission to operate a marijuana establishment in the Commonwealth, Just Healthy will utilize the proposed metrics to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of a license. Just Healthy will appoint a Director who will administer the Plan and will be responsible for developing measurable outcomes to ensure Just Healthy continues to meet its commitments. Such measurable outcomes, in accordance with Just Healthy's goals and programs described above, include:

- Supporting Homework House in Holyoke by volunteering on a quarterly basis and a monetary donation of $500.00
- Supporting One Holyoke with a monetary donation of $500.00
- Supporting Holyoke Preservation Trust with a monetary donation of $250.00
- The number of employees hired who are past or present residents of Holyoke and their retention rate.
- The number of aspiring cannabis business owners and operators from Holyoke who have participated in the mentorship program.

The Director will review and evaluate Just Healthy's measurable outcomes no less than quarterly to ensure that Just Healthy is meeting its commitments. Just Healthy is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- As identified above, Just Healthy intends to support Homework House, One Holyoke, and Holyoke Preservation Trust and acknowledges that Homework House, One Holyoke,

and Holyoke Preservation Trust have been contacted and will receive the support described herein.

- Just Healthy 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 Just Healthy will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0100769536
Notice Date: April 5, 2018
Case ID: 0-000-281-544

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000073

NEIL PHELAN
JUST HEALTHY LLC
56 COLBORNE RD
BOSTON MA 02135-4103

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

D
PC

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Entity Conversion of a Domestic Business Corporation to a Domestic Other Entity

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

FOR

Just Healthy, Inc. is an applicant with an application pending before the Department of Public Health in accordance with 105 CMR 725.100(C) as of March 6, 2018.

Bryan Harter
Director
Medical Use of Marijuana Program
Bureau of Healthcare Safety and Quality
Massachusetts Department of Public Health

(1) Exact name of corporation prior to conversion: Just Healthy, Inc.

(2) Registered office address: 56 Colborne Road, Boston, MA 02135
(number, street, city or town, state, zip code)

(3) New name after conversion, which shall satisfy the organic law of the surviving entity:

Just Healthy, LLC

(4) New type of entity: Limited Liability Company

(5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.

(6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.

(7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: _____

Signed by: _____,
(signature of authorized individual)

(Please check appropriate box)

- ☐ Chairman of the board of directors,
- ☑ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this 27th day of February, 2018

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P.C.

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The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

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Signed by: _____,
(signature of authorized individual)

(Please check appropriate box)

- ☐ Chairman of the board of directors,
- ☑ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this 27th day of February, 2018

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company
Certificate of Organization
(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

(1) The exact name of the limited liability company:

Just Healthy, LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:

56 Colborne Road, Boston, MA 02135

(3) The general character of the business:

To cultivate, process, and dispense marijuana for medical purposes

(4) Latest date of dissolution, if specified: _____

(5) The name and street address, of the resident agent in the commonwealth:

NAME	ADDRESS
Neil Phelan	56 Colborne Road, Boston, MA 02135

(6) The name and business address, if different from office location, of each manager, if any:

NAME	ADDRESS
William Phelan	6 Turnberry Lane, Loudonville, NY 12211

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

NAME	ADDRESS
Neil Phelan	56 Colborne Road, Boston, MA 02135

(8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME	ADDRESS
William Phelan	6 Turnberry Lane, Loudonville, NY 12211

(9) Additional matters:

Signed by *(by at least one authorized signatory)*: _____

Consent of resident agent:

I Neil Phelan,

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

2497

Articles of Entity Conversion of a Domestic Business Corporation to a Domestic Other Entity

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of $ 200 having been paid, said articles are deemed to have been filed with me this 9 day of March, 2018, at 3:47 a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

SB
Examiner

Name approval

C

M

Filing fee: Minimum $250

SECRETARY OF THE COMMONWEALTH
2018 MAR -9 PM 3:47
CORPORATIONS DIVISION

TO BE FILLED IN BY CORPORATION
Contact Information:

Just Healthy, LLC

Attn: William Phelan, President

6 Turnberry Lane, Loudonville, NY 12211

Telephone: 518-369-4902

Email: billphelan@gmail.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

130704 9

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

March 12, 2018

TO WHOM IT MAY CONCERN:

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

JUST HEALTHY, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 9, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

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

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **WILLIAM PHELAN, NEIL PHELAN**

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

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:nem

OPERATING AGREEMENT
OF
JUST HEALTHY, LLC

THIS OPERATING AGREEMENT (this "Agreement") is dated as of February 23, 2018 by and among those Persons who have subscribed to this Agreement and been admitted to the Company from time to time as Members.

Recitals

A. Just Healthy, LLC (the "Company") was formed as a Massachusetts limited liability company by the filing of Articles of Entity Conversion with the Commonwealth of Massachusetts on February 23, 2018. The Company is the successor by conversion to Just Healthy, Inc., a Massachusetts corporation.

B. The Company operates a business pursuant to St. 2012, ch. 369 and 105 CMR 725.000 *et seq*, both as may be amended or replaced from time to time, and all regulations and applicable local laws promulgated pursuant thereto (the "Medical Marijuana Code").

C. The parties hereto have entered into this Agreement in order to establish the manner in which the business and affairs of the Company will be managed and to determine their respective rights, duties, and obligations with respect to the Company.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINED TERMS; RULES OF CONSTRUCTION

1.1 Defined Terms. As used in this Agreement (including, without limitation, the preamble and Recitals set forth above), the following terms have the respective meanings specified below:

"Additional Member" means a Member admitted to the Company other than as a transferee of all or a portion of a previously admitted Member's Units, including an existing Member who is issued Additional Member Units pursuant to Section 3.8 hereof.

"Additional Member Units" has the meaning specified in Section 3.8(b) hereof.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in the Member's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) the deficit shall be decreased by the amounts which the Member is deemed obligated to restore pursuant to Section 4.4(b) or is deemed obligated to restore pursuant to Regulation Section 1.704-1(b)(2)(ii)(c), Regulation Section 1.704-2(g)(1) and Regulation Section 1.704-2(i)(5); and

(ii) the deficit shall be increased by the items described in Regulation Section 1.704-1(b)(2)(ii)-(d)(4), (5) and (6).

"Adjusted Prime Rate" means, as of any date, the "prime rate" as published in *The Wall Street Journal* under the caption "Money Rates - Prime Rate" on such date (or, if the rate is not so published on such date, the most recent date of publication of such rate), plus the Applicable Margin.

"Affiliate" means, with respect to any Person, any Person which directly or indirectly controls, is controlled by, or is under common control with such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled Person, whether through ownership of voting securities, by contract, or otherwise.

"Applicable Margin" means (i) with respect to each Cash Shortfall Loan for which each Member has funded such Member's pro rata share (based on the applicable Member's percentage ownership of the outstanding Units as of the date on which such Cash Shortfall Loan is made) of the principal amount thereof, two (2) percentage points, and (ii) in all other cases, five (5) percentage points.

"Certificate of Organization" means the Company's Articles of Entity Conversion, and all amendments thereto, as filed with the Secretary.

"Available Cash" means, as of the applicable determination date, all cash and cash equivalents of the Company, of whatever source or nature, that the Managing Member determines are available for distribution to the Members and are not necessary to (a) pay expenses and obligations of the Company (including, without limitation, current payments of principal and interest on Cash Shortfall Loans), (b) fund reserves (including, without limitation, reserves for working capital, taxes, insurance, replacements and capital improvements, contingent or anticipated liabilities, payment of Company indebtedness, and other Company expenses), or (c) make any other expenditure by the Company; provided, however, that Available Cash shall not include (i) proceeds from Capital Contributions, or (ii) loans made by a Member or a lender, or net refinancing proceeds in respect thereof.

"Capital Account" means the account maintained by the Company for each Member in accordance with the following provisions:

(a) a Member's Capital Account shall be credited with the Member's Capital Contributions, the amount of any Company liabilities assumed by the Member (or which are secured by Company property distributed to the Member), the Member's distributive share of Profit, and any item in the nature of income or gain specially allocated to such Member pursuant to the provisions of Article IV (other than Section 4.4(c)); and

(b) a Member's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Member, the amount of any liabilities of the Member assumed by the Company (or which are secured by property contributed by the Member to the Company), the Member's distributive share of Loss, and any item in the nature of expenses or losses specially allocated to the Member pursuant to the provisions of Article IV (other than Section 4.4(c)).

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) by a Member to the Company, net of liabilities assumed or to which the assets are subject.

"Cash Shortfall Loans" has the meaning specified in Section 3.6(b) hereof.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and published rules, rulings and Regulations thereunder at the time of reference thereto.

"Confidential Information" means any and all trade secrets or confidential or proprietary information of the Company, any Affiliate thereof, or any third party to which the Company has a duty of confidentiality, including, but not limited to, trade secrets or confidential or proprietary information relating to intellectual property, patents, trademarks, trade names, trade dress, works of authorship, inventions, technology, software, hardware, middleware, service-oriented architectures, source codes, object codes, computer-based languages, coding sheets, specifications, documentation, modules, flow charts, abstractions, data, information, concepts, materials, descriptions, innovations, improvements, revisions, compositions of matter, designs, drafts, schematics, sketchbooks, diagrams, applications, applets, patterns, plans, representations, models, drawings, writings, images, illustrations, graphics, text, audio and video materials, content, embodiments, computer-aided design systems, computer-aided manufacturing systems, operations management procedures, databases, know-how, discoveries, techniques, systems, projects, processes, formulas, algorithms, research, methods, procedures, products, business operations or internal structure, business methods, financial statements, financial projections, financial data, ownership information, operating records, pricing plans, business and marketing plans and proposals, strategic and operating plans, financing agreements, private placement memoranda, third-party negotiations (whether past, current, and/or contemplated), formal and informal policies, procedures, and guidelines, billing procedures, employee lists and salaries and other personnel information, customer lists, customer records and information, names of and information concerning independent contractors, and security devices, as well as any and all copies of any of the foregoing and any and all documents, memoranda, summaries, studies, reports, analyses, excerpts, reproductions, extracts, interpretations, compilations, compositions, notes, and other materials whatsoever derived therefrom or based thereon, in whole or in part. "Confidential Information" does not include information that is generally available to the public prior to the date of this Agreement or becomes generally available to the public on or after the date of this Agreement as a result of intended action by the Company.

"Covered Person" means (i) the Managing Member, and (ii) each director, officer, stockholder, manager, member, partner, or Affiliate of the Managing Member.

"Licensing Authority" means the Massachusetts Department of Public Health, or any Massachusetts regulatory body succeeding to the administration of the Massachusetts medical marijuana program, as the case may be.

"Liquidation Funds" means, upon the liquidation and dissolution of the Company, the assets of the Company remaining after satisfaction (whether by payment or by establishment of reserves therefor) of creditors, including Members who are creditors.

"Liquidator" has the meaning specified in Section 10.2 hereof.

"LLC Act" means the Massachusetts Limited Liability Company Act, as amended from time to time.

"LLC Interest" means the ownership interest of a Member in the Company at any particular time, including the Member's share of the profits and losses of the Company, the Member's right to receive distributions from the Company, the Member's right to inspect the Company's books and records, the Member's right to participate in the management of and vote on matters coming before the Company, and all other rights and benefits to which such Member may be entitled pursuant to this Agreement and the LLC Act, together with the obligations of such Member to comply with the provisions of this Agreement and the LLC Act.

"Managing Member" means William P. Phelan or, if William P. Phelan (or any successor Managing Member) resigns, dies, or otherwise fails to continue as Managing Member, such other Person who is elected to serve as Managing Member pursuant to the provisions of this Agreement.

"Member" means each Person that has subscribed to this Agreement and been admitted to the Company as a member thereof.

"Member Dissociation Event" has the meaning specified in Section 7.5 hereof.

"Member Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the minimum gain that would result if such Member Nonrecourse Debt were treated as a nonrecourse liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations for partner nonrecourse deductions.

"Member Nonrecourse Debt" has the meaning specified in Section 1.704-2(b)(4) of the Regulations.

"Member Nonrecourse Deductions" has the meaning specified in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations for partner nonrecourse debt.

"Minimum Gain" has the meaning specified in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Member in a manner consistent with the Regulations under Code Section 704(b).

"Negative Capital Account" means a Capital Account with a balance less than zero.

"Percentage Interest" means; as to each Member, the quotient obtained by dividing (i) the number of Units owned by such Member that are taken into account for purposes of a calculation under this Agreement, by (ii) the aggregate number of Units owned by all Members that are taken into account for that purpose.

"Person" means any individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, association, nominee, nation and any political subdivision of any nation (or any governmental authority thereof), or other entity.

"Profit" and "Loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(a) all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

(b) any tax-exempt income of the Company, not otherwise taken into account in computing taxable income or loss, shall be included in computing Profit or Loss;

(c) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;

(d) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding

the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes;

(e) in lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(f) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.4 hereof shall not be taken into account in computing Profit or Loss.

"Profit Only Base Amount" means the adjusted book value of the Company, as determined by the Managing Member in connection with the issuance of a Profit Only Unit, subject to adjustment as appropriate to reflect (i) Capital Contributions made after the issuance of the Profit Only Unit, and (ii) distributions made after the issuance of the Profit Only Unit that represent a return of amounts previously included in the determination of the Profit Only Base Amount with respect to that Profit Only Unit.

"Profit Only Unit" means a Unit that is taken into account in determining Percentage Interests only with respect to that portion (if any) of the adjusted book value of the Company that exceeds the Profit Only Base Amount applicable to that Unit, but which otherwise represents the same LLC Interest as each other Unit.

"Regulation" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Required Percentage of Members" means Members holding a majority of the then-outstanding Units held by all Members.

"Restricted Area" means the Commonwealth of Massachusetts and all other nations in which the Company conducts business or has conducted business during the immediately preceding 24-month period.

"Restricted Business" means the growing, processing, distribution, and sale of cannabis and cannabis-related products.

"Secretary" means the Secretary of the Commonwealth of Massachusetts.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder at the time of reference thereto.

"Substitute Member" means any Person who, in accordance with the provisions of this Agreement, acquires Units by Transfer from an existing Member and is admitted to the Company as a substitute Member with respect to the Units so acquired.

"Terminating Event" means, with respect to the affected Member:

(a) any portion of such Member's Units are attached or taken in execution;

(b) such Member applies for the benefit of, or files a case under, any provision of the Federal bankruptcy law or any other law relating to insolvency or relief of debtors;

(c) a case or proceeding is brought against such Member under any provision of the Federal bankruptcy law or any other law relating to insolvency or relief of debtors and is not dismissed within sixty (60) days after the commencement thereof;

(d) such Member makes an assignment for the benefit of creditors;

(e) any portion of such Member's Units is made subject to a charging order;

(f) any portion of such Member's Units (or any interest therein) is transferred pursuant to a divorce decree or similar arrangement;

(g) such Member is convicted of, or pleads guilty or *nolo contendere* to, any felony or other crime involving moral turpitude, deceit, dishonesty, or fraud under the laws of the United States of America or any other jurisdiction;

(h) the unlawful use (including being under the influence) or possession of illegal drugs by such Member on the premises of the Company or any of the Company's subsidiaries while performing any duties or responsibilities with the Company or any of the Company's subsidiaries, with the exception of all federal laws pertaining to marijuana;

(i) a breach by such Member of any of the provisions of Section 6.6 or Article IX hereof; and/or

(j) the occurrence of a Member Dissociation Event with respect to such Member.

"Transfer" means, as a noun, any voluntary or involuntary sale, assignment, transfer, pledge, hypothecation, exchange or other disposition (whether or not for consideration) of one or more Units (or any interest therein) by any means whatsoever, whether by operation of law or otherwise; and as a verb, any action or actions taken by or on behalf of a Member which result in such sale, assignment, transfer, pledge, hypothecation, exchange or other disposition (whether or not for consideration) of one or more Units (or any interest therein).

"Unit" means a unit of LLC Interest in the Company.

1.2 Additional Definitions. Capitalized terms used in this Agreement but not defined in Section 1.1 above have the respective meanings specified herein.

1.3 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:

(i) Words importing the singular number include the plural number, and words importing the plural number include the singular number.

(ii) Words of the masculine gender include correlative words of the feminine and neuter genders, and vice versa.

(iii) The headings or captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement, nor affect its meaning, construction, or effect.

(iv) Any reference in this Agreement to a particular "Article," "Section" or other subdivision shall be to such Article, Section or subdivision of this Agreement, unless the context shall otherwise require.

(v) Each reference in this Agreement to an agreement or contract shall include all amendments, modifications, and supplements to such agreement or contract, unless the context shall otherwise require.

(vi) When any reference is made in this document, or any of the schedules or exhibits attached hereto, to the "Agreement," it shall mean this Agreement, together with all other schedules and exhibits attached hereto, as though one document.

ARTICLE II
FORMATION

2.1 Formation. The parties hereto have organized the Company as a limited liability company pursuant to the LLC Act and, for that purpose, have caused the Certificate of Organization to be filed with Secretary. A copy of the Certificate of Organization is attached hereto as Exhibit A.

2.2 Name. The name of the Company shall be "Just Healthy, LLC."

2.3 Purpose. The purpose for which the Company is formed is to engage in any lawful act or activity which may be carried on by a limited liability company under the LLC Act which may be authorized or approved from time to time by the Managing Member, whether or not related to any other business at the time or theretofore engaged in by the Company. The foregoing purpose shall be in addition to and not in limitation of the general powers of limited liability companies under the LLC Act.

2.4 Principal Office; Resident Agent. The address of the principal office of the Company in the Commonwealth of Massachusetts and the name and address of the resident agent of the Company in the Commonwealth of Massachusetts are as set forth in the Certificate of Organization. The Company may have such other offices, either within or without the Commonwealth of Massachusetts, as the business of the Company may require from time to time.

2.5 Certificate of Organization. The Certificate of Organization has been executed by an authorized person and filed for record with the Secretary. The Managing Member shall take all necessary action to maintain the Company in good standing as a limited liability company under the LLC Act, including (without limitation) the filing of any certificates of correction or amendment and such other applications and certificates as may be necessary to protect the limited liability of the Members and to cause the Company to comply with the applicable laws of any jurisdiction in which the Company owns property or transacts business.

2.6 Term. The Company shall have a perpetual existence beginning on the date that the Certificate of Organization is filed with and accepted by Secretary, except that the Company may be dissolved in accordance with the terms of Article X hereof.

2.7 Intent. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a "partnership" under the Code. No election shall be made by the Company, the Managing Member, or any Member for the Company to be excluded from the application of the provisions of Subchapter K of the Code, or from any similar provisions of state and foreign tax laws which relate to the taxation of partnerships. It also is the intent of the Members that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the Federal Bankruptcy Code.

No Member shall take any action inconsistent with the express intent of the Members as set forth in this Section 2.7.

2.8 No State Law Partnership. The Members intend that the Company shall not be a partnership (including a limited partnership) or joint venture, and that no Member shall be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to the contrary.

2.9 Title to Company Property. The Company shall hold all of its real and personal property in the name of the Company and not in the name of any Member.

2.10 Liability of the Members. No Member shall be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of the Company solely by reason of being a Member of the Company.

2.11 Fictitious Names. The business of the Company may be conducted under such name or names as the Managing Member shall determine from time to time. The Managing Member is authorized to cause any such fictitious names to be registered or filed with such governmental officers as is necessary or in the best interests of the Company.

ARTICLE III
MEMBERS; CAPITAL

3.1 Members; Capital Contributions. The name, address, initial Capital Contribution, and number of Units of each Member are as set forth on Schedule 1. Schedule 1 shall be amended from time to time to reflect any changes of address, the admission of any Additional Members or Substitute Members, changes to the number of Units of any Member, or any other changes to the information set forth thereon.

3.2 Additional Capital Contributions. No Member shall be required to make any further Capital Contributions or to lend any funds to the Company. Furthermore, except as specifically provided in this Agreement, no Member shall have the right to make any further Capital Contribution or to lend any funds to the Company.

3.3 No Interest on Capital Contributions. No Member shall be paid interest on his Capital Contribution or Capital Account.

3.4 Return of Capital Contributions; Form. Except as specifically provided in this Agreement, no Member shall have the right to receive the return of any Capital Contribution. Except as specifically provided in this Agreement, if a Member is entitled to receive a return of a Capital Contribution, the Company may distribute cash, notes, property, or a combination thereof to such Member in return of the Capital Contribution.

3.5 Capital Accounts. A separate Capital Account shall be maintained for each Member. Each Member's Capital Account shall be determined, maintained and adjusted in accordance with the Code and the Regulations, including the capital account maintenance rules in Regulations Section 1.704-(1)(b)(2)(iv).

3.6 Funding of Additional Cash Requirements. If, at any time or from time to time, the Managing Member determines that the Company requires additional capital, then the Managing Member may obtain the required funds through any one or more of the following means:

(a) Cause the Company to borrow the required funds from any third-party lender, on such terms and conditions as the Managing Member may determine;

(b) Cause the Company to borrow the required funds from one or more Members (or any of their respective Affiliates) as a loan (each a "Cash Shortfall Loan"). Cash Shortfall Loans shall: (i) be evidenced by a written promissory note containing customary terms and conditions, (ii) bear interest at a fixed annual rate equal to the Adjusted Prime Rate in effect on the date such Cash Shortfall Loan is made, and (iii) to the extent of current payments of principal and interest, be an expenditure of the Company in computing Available Cash; and/or

(c) Cause the Company to obtain the required funds through the issuance of Additional Member Units to Additional Members as provided in Section 3.8 hereof.

3.7 Capital Account Adjustments upon Revaluation of Company Property. Unless otherwise determined by the Managing Member, the Members' Capital Accounts shall be adjusted in accordance with Regulation Section 1.704-1(b)(2)(iv)(f) to reflect a revaluation of Company property (including, but not limited to, intangible property such as goodwill) in connection with (i) the admission of an Additional Member, (ii) a distribution in liquidation of a Member's Unit(s) in the Company, (iii) the dissolution of the Company, or (iv) such other matters as the Managing Member deems appropriate. Following such an adjustment of Capital Accounts, the Members' Capital Accounts shall be adjusted in accordance with Regulation Section 1.704-1(b)(2)(iv)(g) to reflect their distributive shares of depreciation, depletion, amortization, and gain or loss, as computed for book purposes, and the Members' distributive shares of depreciation, depletion, amortization, and gain or loss, as computed for tax purposes, shall be determined in the same manner as under Code Section 704(c) and Regulation Section 1.704-1(b)(4)(i).

3.8 Additional Members.

(a) Additional Members may be admitted to the Company upon such terms of admission (including, without limitation, the rights and obligations of the Additional Members) as the Managing Member may determine and upon execution and delivery by the Additional Member of a counterpart signature page to this Agreement and execution and delivery of such other agreements, documents, instruments, certificates, and other items as the Managing Member may require. Further, Additional Members may be admitted to the Company only if the Additional Member is qualified under the Medical Marijuana Code to have an ownership or economic interest in a marijuana business as evidenced by the issuance of an occupational license or other final written determination by the Licensing Authority.

(b) The admission of Additional Members to the Company shall be structured as an issuance of new Units or other ownership interests in the Company ("Additional Member Units"). Additional Member Units may be issued in exchange for cash, services performed or to be performed for or on behalf of the Company or any of its Affiliates, in-kind contributions of property to the Company, or such other consideration as may be deemed advisable by the Managing Member. Additional Member Units may have rights and obligations on parity with, superior to or subordinate to the rights and obligations of the Units. Accordingly, the admission of Additional Members and the related issuance of Additional Member Units may, among other things, decrease each existing Member's ownership interest in the Company and/or decrease the distribution rights of the Members. For the avoidance of doubt, no existing Member shall have any preemptive or similar right to purchase or acquire any Additional Member Units.

(c) In connection with any such admission of Additional Members, unless otherwise determined by the Managing Member, the Capital Accounts of the existing Members shall be adjusted to reflect the revaluation of the Company's property in accordance with the terms and conditions upon which the Additional Member Units are issued to the Additional Members, and thereafter the Members'

Capital Accounts shall be maintained and adjusted, and their distributive shares of Company items as computed for tax purposes shall be determined, in accordance with Regulations Section 1.704-1(b)(2)(iv)(f). In addition, the Managing Member may amend this Agreement in such manner as the Managing Member deems appropriate to reflect the admission of Additional Members.

3.9 Capital Account Adjustments upon Exercise of Noncompensatory Options. If the Company has outstanding or issues hereafter any warrant, convertible security or other right to acquire an interest in the Company, other than in connection with the performance of services (a "Noncompensatory Option"), that entitles the holder, upon exercise, to a share of the capital of the Company that exceeds, or is less than, the sum of the consideration paid to the Company for the issuance of the Noncompensatory Option and the consideration paid upon the exercise of the Noncompensatory Option, then upon exercise of the Noncompensatory Option the Members' Capital Accounts shall be adjusted and maintained in accordance with Proposed Regulation Section 1.704 1(b)(2)(iv)(s), as amended or made final.

3.10 Compensatory Interests. If the Company issues Profit Only Units or any other interest in connection with the performance of services on or after the effective date of final regulations issued by the IRS concerning the federal income tax consequences of partnership interests transferred in connection with the performance of services, the Company is authorized and directed to elect to treat the fair market value of the Profit Only Units or other interest as equal to its liquidation value (the "Safe Harbor"). In such event, the Company and all of the Members shall comply with all requirements of the Safe Harbor with respect to all Profit Only Units or other interest transferred in connection with the performance of services while the election remains effective, including without limitation making such allocations as may be required following the forfeiture of Profit Only Units or other interests with respect to which the recipient made an election under Section 83(b) of the Code.

ARTICLE IV
DISTRIBUTIONS; ALLOCATIONS

4.1 Distributions.

(a) Subject to the provisions of Section 4.1(b) and Section 4.1(c) below, (i) Available Cash shall be distributed by the Company to the Members at such times and in such amounts as shall be determined by the Managing Member, and (ii) Available Cash that the Managing Member determines to be available for distribution shall be distributed by the Company to the Members in accordance with their respective Percentage Interests.

(b) The Company shall endeavor, to the extent it has cash available for such purpose, to distribute to the Members, on or before April 1 of each year, an amount of cash sufficient to enable the Members to pay the aggregate federal, state and local income taxes derived by them from the allocation of taxable net income of the Company for the prior taxable year. Tax distributions under this Section 4.1(b) shall be determined assuming that each Member's distributive share of taxable income of the Company is subject to a combined effective federal and state income tax rate of forty percent (40%). All tax distributions made to the Members pursuant to this Section 4.1(b) shall be credited against and shall reduce subsequent distributions to the Members under the provisions of Section 4.1(a) above.

(c) The Company's obligation to make distributions pursuant to this Agreement (including, without limitation, Section 4.1 hereof) shall be subject to the restrictions governing distributions under the LLC Act and such other pertinent governmental restrictions as are now or may hereafter become effective.

4.2 Apportionment of Certain Proceeds. Upon a merger or consolidation of the Company with or into any other entity, or any other sale or disposition of all or substantially all of the Company's outstanding Units to another entity in one transaction or a series of related transactions, the Members will apportion the proceeds of such transaction(s) among themselves in the same order, manner, and proportions as such proceeds would have been distributed by the Company to the Members pursuant to Section 4.1(a) hereof.

4.3 Allocations of Profit and Loss.

(a) Subject to the provisions of Section 4.4 below, Profit for each fiscal year of the Company shall be allocated among the Members as follows:

(i) First, if one or more Members has been allocated a Loss pursuant to Section 4.3(b) hereof, to each such Member in proportion to the amount of Loss so allocated until the amount of Profit allocated to each such Member under this Section 4.3(a)(i) is equal to the amount of Loss previously allocated to that Member pursuant to Section 4.3(b)(ii); and

(ii) Second, to the Members in accordance with their respective Percentage Interests.

(b) Subject to the provisions of Section 4.4 below, Loss for each fiscal year of the Company shall be allocated among the Members as follows:

(i) First, to the Members in accordance with their respective Percentage Interests until the amount of Loss so allocated to each Member under this Section 4.3(b)(i) is equal to the amount of Profit previously allocated to that Member pursuant to Section 4.3(a)(ii); and

(ii) Second, to the Members in proportion to the positive balances in their respective Capital Accounts.

4.4 Regulatory Allocations.

(a) Qualified Income Offset. No Member shall be allocated Loss or deductions if the allocation causes the Member to have an Adjusted Capital Account Deficit. Any amount not allocated to a Member due to the preceding sentence shall be allocated among the Members not affected by the preceding sentence in proportion to their percentage ownership of the then-outstanding Units. If a Member receives (1) an allocation of Loss or deduction (or item thereof) or (2) any distribution which causes the Member to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Member before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This Section 4.4(a) is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

(b) Minimum Gain Chargeback. Except as set forth in Regulation Section 1.704-2(f)(2), (3), and (4), if, during any taxable year, there is a net decrease in Minimum Gain, each Member, prior to any other allocation pursuant to this Article IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Member's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this Section 4.4(b) shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the

meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 4.4(b) shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

(c) Contributed Property and Book-Ups. In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) and the Regulations promulgated thereunder.

(d) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Article IV, if there is a net decrease in Member Minimum Gain during any taxable year, each Member who has a share of such Member Minimum Gain, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 4.4(d) is intended to comply with the partner minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(e) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any taxable year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(f) Regulatory Allocations. The allocations set forth in this Section 4.4 (the "Regulatory Allocations") are intended to comply with certain requirements of Regulations Section 1.704-l(b). Notwithstanding any other provisions of this Article IV (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other profits, losses, and other items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of allocations of other profits, losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

4.5 General.

(a) If any assets of the Company are distributed in kind to the Members, those assets shall be valued on the basis of their fair market value, and any Member receiving any interest in those assets shall receive that interest as a tenant-in-common with all other Members so entitled to such assets. Unless the Managing Member or, if applicable, the Liquidator determines otherwise, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Managing Member or the Liquidator (in the case of a dissolution). The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as

provided in Section 4.3 and shall be properly credited or charged to the Capital Accounts of the Members prior to the distribution of the assets in liquidation.

(b) All Profit and Loss shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Members as of the last day of the taxable year or portion thereof for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer (in accordance with the provisions of this Agreement) during the taxable year, Profit or Loss shall be allocated between the transferor and the transferee on the basis of the number of days each was a Member during the taxable year. The Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to, any extraordinary non-recurring items of the Company.

(c) The Managing Member shall amend this Article IV so as to cause this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b).

(d) For purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulation Section 1.752-3(a)(3), the Members' interests in Company Profit are in proportion to their percentage ownership of the then-outstanding Units.

(e) All amounts withheld or paid as taxes pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution, or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to Section 4.1 for all purposes of this Agreement. The Company is authorized to withhold from distributions (or to withhold with respect to allocations) to the Members and to pay over to the applicable federal, state, or local taxing authority any amounts required to be so withheld pursuant to the Code or any provisions of state or local law and to treat such amounts as having been distributed to the Members with respect to which such amounts were withheld.

(f) The Profit or Loss of the Company shall be determined in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with sound accounting principles and procedures applied in a consistent manner. An accounting shall be made for each fiscal year by the accountants employed by the Company as soon as possible after the close of each such fiscal year, to determine the Members' respective shares of Profit or Loss of the Company, which shall be credited or debited, as the case may be, to the Members' respective Capital Accounts. For tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to and among the Members in the same proportion in which they share Profit and Loss.

(g) No Member shall have the right to receive distributions from the Company in any form other than cash.

(h) No Member shall be obligated to restore a Negative Capital Account.

(i) If a Unit is issued, through the exercise of an option or otherwise, under terms that give the Member acquiring the Unit a share of Profits accruing prior to the date the Unit is issued, then, notwithstanding any other provision of this Agreement: (i) such Member shall be specially allocated, from such Profits accruing from and after the date the Unit is issued, an amount equal to the Member's share of such Profits accruing prior to the date the Unit is issued, and (ii) the amount of that special allocation shall reduce the amount of such Profits accruing from and after the date the Unit is issued that is allocated to each other Member in proportion to the amount of such Profits accruing prior to the date the Unit is issued that were allocated to that Member.

4.6 Tax Matters Partner. The Managing Member shall serve as the "tax matters partner" (as defined in Code Section 6231) of the Company. The tax matters partner is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings (collectively, "Audits"), and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings. The Company shall indemnify and hold harmless the tax matters partner from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts, omissions or alleged acts or omissions arising out of its activities on behalf of the Company as tax matters partner, treating the tax matters partner as a Covered Person under Section 12.2 below. The Members specifically acknowledge that the tax matters partner shall not be liable, responsible or accountable in damages or otherwise to the Company or any Member with respect to any action taken by the tax matters partner with respect to an Audit.

ARTICLE V
MANAGEMENT

5.1 Managing Member. Except as specifically provided in this Agreement (including, but not limited to, Section 6.2 below), the Managing Member shall have the full, exclusive, and complete discretion, right, power, and authority to manage, control, administer, and operate the business and affairs of the Company, to make all decisions affecting such business and affairs, and to do all things which the Managing Member deems necessary or desirable in connection with the conduct of the business and affairs of the Company. Except as specifically provided in this Agreement, the Managing Member is authorized to act without the requirement of any consent or approval by the Members, including, without limitation, authorizing or taking any actions for which the unanimous consent of the Members is required under the LLC Act. The Managing Member shall be a "manager" within the meaning of the LLC Act.

5.2 Right to Rely on the Managing Member. No Person dealing with the Company shall be required to inquire into or to obtain any other documentation as to the authority of the Managing Member to take any action permitted under Section 5.1 hereof.

5.3 Reimbursement. The Managing Member shall be entitled to reimbursement for reasonable, ordinary and necessary fees and expenses incurred by the Managing Member in connection with his duties as Managing Member of the Company.

5.4 Time and Efforts. The Members acknowledge and agree that the Managing Member is not required to devote its full time and efforts to the Company, but shall devote such time to the Company as is necessary to operate and manage the Company in a professional and competent manner.

5.5 Delegation of Duties. Notwithstanding anything to the contrary contained in this Agreement, the Managing Member may delegate all or any part of his duties as Managing Member to other Persons. The fees paid by the Company to any such Person shall be determined by the Managing Member.

5.6 Resignation of Managing Member. The Managing Member may resign as the Managing Member of the Company upon sixty (60) days notice to all Members. If a Terminating Event occurs with respect to the Managing Member, then the Managing Member shall be deemed to have resigned as Managing Member of the Company immediately following the occurrence of such Terminating Event. The Managing Member's resignation as the Managing Member of the Company shall not affect the Managing Member's interest in his capacity as a Member (except as otherwise provided by this Agreement upon the occurrence of a Terminating Event).

5.7 Election of New Managing Member The election of a new Managing Member following the resignation of the Managing Member pursuant to Section 5.6 above shall be effective only if each of the following conditions has been satisfied:

(a) The new Managing Member shall have agreed to accept the responsibilities of the Managing Member hereunder; and

(b) The new Managing Member shall have been elected by the Required Percentage of Members.

In the event of the election of a new Managing Member, the new Managing Member shall amend this Agreement to reflect the election of the new Managing Member and shall make all necessary or appropriate filings with the Commonwealth of Massachusetts or other authorities.

5.8 Interpretation of Terms. Whenever this Agreement provides that an act or decision or determination or similar matter (each a "Determination") be made by the Managing Member, such Determination shall be made in the sole discretion of the Managing Member, even if the reference to the sole discretion of the Managing Member is not elsewhere provided in this Agreement.

5.9 Reserves. The Managing Member may cause the Company to establish, fund, and maintain reasonable reserves for working capital, taxes, insurance, replacements and capital improvements, contingent or anticipated liabilities, payment of Company indebtedness, and other Company expenses.

5.10 No Certificates. The Units will not be evidenced or represented by certificates of membership interest issued by the Company.

ARTICLE VI
MEMBERS

6.1 No Management Rights. Except as specifically provided in this Agreement (including, but not limited to, Section 6.2 below), no Member, in his or its capacity as such, shall have any authority or right to act for or bind the Company or to participate in or have any control over the Company's business or affairs, except for such authority to act for and bind the Company as the Managing Member may, from time to time and in the exercise of its sole discretion, delegate to such Member in writing.

6.2 Member Approval Requirements. Notwithstanding anything to the contrary contained in this Agreement, the Company shall not take any of the following actions without the prior consent of the Required Percentage of Members:

(i) merge or consolidate with any Person;

(ii) sell or otherwise transfer all or substantially all of the Company's assets;

(iii) issue Units or other ownership interests in the Company (or securities convertible into or exchangeable for Units or other ownership interests in the Company) to any Person; or

(iv) purchase, redeem or otherwise acquire for value any Units or other ownership interests in the Company, except pursuant to Article VIII hereof.

6.3 Meetings of and Voting by Members.

(a) If the vote, consent, approval or determination of the Members is required pursuant to this Agreement, a meeting of the Members may be called by the Managing Member or any Member. Meetings of Members shall be held at the Company's principal place of business in the Commonwealth of Massachusetts or at any other place designated by the Managing Member. No less than two (2) or more than ninety (90) days before the meeting, the Managing Member shall give written notice of the meeting to each Member. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member waives notice if before or at the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney in fact. A Member may participate in any meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at the meeting. Except as specifically provided in this Agreement, action by the Members under this Agreement, if required, shall be taken only by the Required Percentage of Members.

(b) In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of the Required Percentage of Members or such other percentage as may be required by this Agreement.

6.4 Withdrawal.

(a) A Member may not withdraw from the Company as a Member without the prior written consent of the Managing Member, which consent may be withheld for any reason or for no reason, or unless such withdrawal is in connection with the sale or other transfer of all of such Member's Units pursuant to Article VII or Article VIII hereof. If a Member withdraws in violation of this Section 6.4, then such Member hereby agrees that such withdrawal will constitute a breach of this Agreement and such Member also agrees that the Company, in addition to any remedies otherwise available to the Company, may offset any damages due to such breach against any amounts otherwise distributable to such Member. Notwithstanding anything contained herein to the contrary, in the event any Member is determined to be unfit for marijuana licensure by the final decision of the Licensing Authority, such Member shall be subject to Automatic Divestiture as set forth in Section 8.5 below.

(b) Unless a Member withdraws with the consent of the Managing Member or such Member's Units are sold or otherwise transferred pursuant to Article VII or Article VIII hereof, upon withdrawal by any Member the withdrawn Member shall not be entitled to receive any monies or property for its Units, and the withdrawn Member and/or the successor to the withdrawn Member shall have only the rights of an assignee under Section 39 of the LLC Act.

6.5 Liability for Member Indebtedness; Indemnification by Members. If any Member (or any of such Member's Affiliates, directors, officers, stockholders, managers, members, partners, employees or agents) (each a "Liable Person") has incurred any indebtedness or obligation prior to the date of this Agreement that relates to or otherwise affects the Company, then neither the Company nor the other Members shall have any liability or responsibility for or with respect to such indebtedness or obligation, unless such indebtedness or obligation is assumed by the Company with the consent of the Managing Member. Furthermore, neither the Company nor any Member shall be responsible or liable for any indebtedness or obligation that is hereafter incurred by any Liable Person, unless such indebtedness or obligation is incurred in accordance with the authority granted to such Member under the terms of this Agreement. Each Liable Person shall indemnify and hold harmless the Company and the other Members from and against any and all claims, actions, demands, costs, expenses (including reasonable attorneys'

fees), liabilities, damages and losses resulting or arising, directly or indirectly, from any indebtedness or obligation such Liable Person has incurred prior to the date of this Agreement or that such Liable Person may incur hereafter for which neither the Company nor the other Members has any liability or responsibility.

6.6 Business Opportunities. Each Member (the "Referring Member") shall offer first to the Company all business opportunities that the Referring Member or any of its Affiliates may be offered, or that the Referring Member or any of its Affiliates may itself determine to undertake, which involve, directly or indirectly, the Business (each a "Business Opportunity"). The Referring Member shall deliver written notice (the "Business Opportunity Notice") of each such Business Opportunity to the Managing Member as soon as practicable. If the applicable Business Opportunity originates with a third party, it shall be offered to the Company under the same terms that it was offered to the Referring Member or its Affiliate. If the Company desires to pursue the applicable Business Opportunity, the Managing Member shall so notify the Referring Member in writing within thirty (30) days after the date of the Business Opportunity Notice (the "Business Opportunity Acceptance"). If the Managing Member affirmatively rejects the applicable Business Opportunity or fails to deliver a Business Opportunity Acceptance to the Referring Member as provided in the immediately preceding sentence, then the Referring Member or its Affiliate shall be free to pursue such Business Opportunity on its own, subject to the provisions of Article IX hereof.

6.7 Related-Party Transactions. The Company may engage in transactions with its Members and their respective Affiliates on such terms as are determined to be appropriate by the Managing Member.

6.8 Other Businesses of Members. Subject to the provisions of Section 6.6 above and Article IX below, any Member and any Affiliate thereof may engage in or possess an interest in other business ventures of any nature or description independently or with others, and neither the Company nor any Member shall have any rights in or to such independent ventures or the income or profits derived therefrom, and such activities shall not be construed as a breach of any duty of loyalty or other duty to the other Members or the Company.

ARTICLE VII
TRANSFERS

7.1 General Rule.

(a) Except as specifically permitted in this Article VII or in Article VIII hereof, no Member shall Transfer all or any portion of such Member's Units (or any interest therein) without the prior written consent of the Required Percentage of Members, which consent may be withheld for any reason or for no reason. Without limiting the generality of the foregoing, no such Transfer shall be approved hereunder if such Transfer would cause the Company to be unfit for licensure by the Licensing Authority or otherwise subject to Licensing Authority disciplinary action.

(b) Every Transfer shall be subject to all of the terms, conditions, restrictions and obligations set forth in this Agreement. In addition, each Transfer shall be evidenced by a written agreement, in form and substance satisfactory to the Managing Member, which is executed by the transferor and the transferee(s). No Person shall be a transferee of Units hereunder unless such Person is qualified under the Medical Marijuana Code to have an ownership or economic interest in a marijuana business as evidenced by the issuance of an occupational license or other final written determination by the Licensing Authority.

(c) The transferee of an interest in the Company transferred pursuant to this Article VII that is admitted to the Company as a Substitute Member in accordance with Section 7.6 hereof shall succeed to the rights and liabilities of the transferor Member and, after the effective date of such admission, the Capital Contribution and Capital Account of the transferor shall become the Capital Contribution and Capital Account, respectively, of the transferee, to the extent of the interest transferred.

(d) The admission of a transferee as a Substitute Member shall become effective on the date an amendment to reflect the transferred Units is duly recorded in the Company's records. Upon the admission of a Substitute Member, Schedule 1 shall be amended to reflect the name and address of the Substitute Member.

(e) Any attempted Transfer or withdrawal in contravention of any of the provisions of this Agreement shall be void *ab initio* and shall not bind or be recognized by the Company, the Managing Member, or the Members.

7.2 Certain Covenants of the Members. Each Member agrees with all other Members that such Member will not make any Transfer of all or any part of such Member's Units (or any interest therein) except in accordance with this Agreement.

7.3 Effect of Bankruptcy, Dissolution or Termination of a Member. The bankruptcy, dissolution, liquidation or termination of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Except as otherwise provided in this Agreement, (i) upon any such occurrence, the trustee, receiver, executor, administrator, committee or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to the provisions of Section 7.5 hereof; and (ii) the Transfer by such trustee, receiver, executor, administrator, committee or conservator of any Member of any Units shall be subject to all of the restrictions hereunder to which such Transfer would have been subject if such Transfer had been made by such bankrupt, dissolved, liquidated or terminated Member.

7.4 Securities Laws Restrictions. Each Member understands that in addition to the restrictions on transfer contained in this Agreement, such Member must bear the economic risks of such Member's investment for an indefinite period because the Units have not been registered under the Securities Act and, therefore, may not be sold or otherwise transferred unless they are registered under the Securities Act or an exemption from such registration is available. Each Member agrees with all other Members that such Member will not Transfer its Units unless such Units have been so registered or in the opinion of counsel for the Company, or of other counsel reasonably satisfactory to the Company, such an exemption is available.

7.5 Member Dissociation Event.

(a) A Person shall cease to be a Member (a "Former Member") upon the occurrence of any of the following events (each a "Member Dissociation Event"):

(i) if the Member is an individual, the individual's death or adjudication by a court of competent jurisdiction as incompetent to manage the individual's person or property;

(ii) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;

(iii) if the Member is a partnership or a limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;

(iv) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter;

(v) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company; and

(vi) any other event or condition with respect to a Member described in Section 42 of the LLC Act.

(b) Immediately upon the occurrence of a Member Dissociation Event, the Former Member shall cease to have any rights under this Agreement as a Member and shall only have the rights of an assignee to receive distributions which the Former Member was entitled to receive with respect to his or its Units pursuant to the provisions of this Agreement. A Former Member expressly shall have no right to require the Company to redeem and liquidate the Former Member's Units.

7.6 Admission of Substitute Member.

(a) A Member who Transfers all or any part of its Units in accordance with the provisions of this Agreement shall remain a Member of the Company notwithstanding the Transfer of such Units, unless and until the transferee is admitted to the Company as a Substitute Member in accordance with the terms of this Section. Upon any permitted Transfer of any Member's Units pursuant to this Agreement, the transferor and transferee shall file with the Company an executed or authenticated copy of the written instrument of transfer.

(b) A transferee of a Member may be admitted as a Substitute Member with respect to the Units acquired by such transferee pursuant to this Agreement only if and when each and all of the following conditions are satisfied:

(i) the Managing Member approves the substitution of the transferee for the transferor;

(ii) the transferor and transferee have executed and acknowledged such instruments as the Managing Member may reasonably deem necessary or desirable to effect such Transfer;

(iii) unless waived by the Managing Member, a transfer fee has been paid to the Company sufficient to cover all expenses of the Company connected with such Transfer;

(iv) if requested by the Managing Member, the transferor or the transferee has furnished to the Company an opinion of counsel satisfactory to counsel to the Company that the Transfer can be effected without registration under the Securities Act and applicable state securities laws, and that the Transfer will not result in a termination of the Company for federal income tax purposes;

(v) a duly executed and acknowledged written instrument of transfer approved in form by the Managing Member has been filed with the Company setting forth the intention of the transferor that the transferee become a substituted Member in his place;

(vi) the transferee accepts and agrees to be bound by all the provisions of this Agreement by executing any documents required by the Managing Member; and

(vii) the transferee is eligible, pursuant to the Medical Marijuana Code, to be a Member of the Company.

7.7 Status of Certain Transferees.

(a) *Permitted Transfers*

(i) Any transferee in a Transfer made in accordance with this Agreement shall have all the economic rights of a Member with respect to the interest transferred, to the maximum extent permitted by the LLC Act and the Code, and shall be subject to the terms, conditions, and restrictions set forth in this Agreement.

(ii) Unless and until the transferee of part or all of the Units of a Member is admitted to the Company as a Substitute Member pursuant to this Agreement: (A) the transferee shall have no right to participate with the Members in any votes taken or consents granted or withheld by the Members hereunder, (B) the transferee shall have no right to further Transfer the Units transferred to him, and (C) the transferor shall remain liable to the Company for all contributions and other amounts payable with respect to the transferred Units to the same extent as if no Transfer had occurred.

(b) *Non-permitted Transfers*

(i) Unless and until all requirements set forth in this Agreement have been satisfied with respect to a proposed Transfer of Units, the Company shall continue to treat the transferor as the sole owner of the Units purportedly transferred, shall make no distributions to the purported transferee, shall not furnish to purported transferee any tax or financial information regarding the Company, and shall otherwise not treat the purported transferee as an owner of any Units or any other interest in the Company (either legal or equitable), unless otherwise required by law.

(ii) The Company shall be entitled to seek injunctive relief, at the expense of the putative transferor, to prevent any such purported Transfer.

ARTICLE VIII
TERMINATING EVENTS; REDEMPTION

8.1 Terminating Event. Upon the occurrence of a Terminating Event with respect to a Member, such Member or such Member's legal or personal representative(s), as applicable (individually and collectively, the "Terminating Member") immediately shall give written notice thereof to the Company, and the Company shall have the right (but not the obligation) to redeem (the "Redemption Option") all (but not less than all) of the Units held by such Terminating Member (collectively, the "Redemption Units") for an aggregate redemption price (the "Redemption Option Purchase Price") equal to the Fair Market Value (as defined below) of the Redemption Units; provided, however, that if the applicable Terminating Event is any event or condition described in clause (g), clause (h), or clause (i) of the definition of Terminating Event, then the Redemption Option Purchase Price shall be an amount equal to fifty percent (50%) of the Fair Market Value of the Redemption Units. If the Company desires to exercise the Redemption Option, then the Company shall so notify the Terminating Member in writing. The closing of the Redemption Option shall be held at the Company's principal office within sixty (60) days after the date on which the Company delivers to the Terminating Member written notice of the exercise of the Redemption Option. At such closing, (i) the Terminating Member shall assign and transfer to the Company all right, title, and interest in and to the Redemption Units (free and clear of all liens, security interests, and other encumbrances) and shall execute and deliver to the Company such other and further assurances as the Company's attorney may reasonably require to transfer to and vest the Redemption Units in the Company; and (ii) the Company shall execute and deliver to the Terminating Member a promissory note in such form as determined to be reasonable by the Board of Managers and with a principal amount equal to the Redemption Option Purchase Price. Such promissory note shall

provide for sixty (60) consecutive equal monthly payments of principal, plus interest on the unpaid balance at a rate equal to the minimum rate necessary to avoid imputed interest or original issue discount under the Code, beginning three (3) months after the date of the closing. In addition, such promissory note will provide that the unpaid balance thereof may be prepaid at any time without premium or penalty. Furthermore, such promissory note shall be subject and subordinate to the Company's current and future obligations to any bank, finance company, or other financial institution in respect of extensions of credit to the Company, and the Terminating Member shall take such steps and execute such agreements, documents, instruments, and certificates as may be necessary or appropriate to effectuate such subordination.

8.2 Determination of Fair Market Value. The fair market value (the "Fair Market Value") of the Redemption Units, shall be determined in accordance with this Section 8.2:

(a) Agreement of Parties. If the Company and the Terminating Member, can agree in writing as to the Fair Market Value of the Redemption Units, then such agreed value shall be the Fair Market Value of the Redemption Units. If no agreement on the Fair Market Value of the Redemption Units can be reached within fifteen (15) days after the date on which the Company first elects to redeem the Redemption Units pursuant to Section 8.1 then the Fair Market Value of the Redemption Units shall be determined pursuant to Section 8.2(b) below.

(b) Third Party Appraisal. If the Fair Market Value of the Redemption Units is not agreed upon as provided in Section 8.2(a) above within the time period stated therein, then, within seven (7) days thereafter, an appraiser shall be jointly selected by the Company and the Terminating Member. The determination of such jointly selected appraiser as to the Fair Market Value of the Redemption Units shall be final, binding, and conclusive. If the Company and the Terminating Member are unable to reach an agreement as to an appraiser within the time period herein stated, then the provisions of Section 8.2(c) below shall apply.

(c) Additional Appraiser. If the Company and the Terminating Member do not agree upon the selection of an appraiser as provided in Section 8.2(b) above within the period stated therein, then, within five (5) days after the expiration of the seven (7) day period provided for in Section 8.2(b) hereof, the Company and the Terminating Member each shall select one (1) appraiser and those two (2) appraisers shall select a third appraiser. All such appraisers shall be regionally recognized appraisers with substantial experience valuing entities similar to the Company. If either party fails to deliver the name of an appraiser within said five (5) day period, then the other party's appraiser shall serve as the sole appraiser. The appraiser so selected shall, within fifteen (15) days of being selected, determine the Fair Market Value of the Redemption Units. The determination of such appraiser shall be final, binding, and conclusive.

(d) Costs of Appraisals. The costs, expenses, and fees of the appraiser(s) shall be shared equally by the Company and the Terminating Member. Otherwise, each of the Company and the Terminating Member shall bear its own respective costs, expenses, and fees (including, without limitation, legal, accounting, and consulting fees) incurred in connection with the appraisal and closing process.

(e) Valuation Factors. All determinations of Fair Market Value hereunder shall take into account discounts for (i) minority interests, and/or (ii) any lack of liquidity or marketability of the Units.

8.3 Company Decisions. All elections, determinations, and other decisions by the Company under this Article VIII shall be made by the Managing Member; provided, however, that if the Terminating Member was, prior to such Terminating Event, the Managing Member or an Affiliate

thereof, then all elections, determinations, and other decisions of the Company under this Article VIII shall be made by the Required Percentage of Members.

8.4 Life Insurance. The Company may purchase insurance on the lives of one or more of its Members in connection with its rights under Section 8.1 above. The Company shall be the sole owner of the policies described in this Section and shall have all incidents of ownership connected with those policies. Each Member shall complete all applications and submit to all physical examinations required by any company to which an application is submitted for the insurance on his life. The amount to be paid to a deceased Member's personal or legal representative under this Article VIII shall be deemed to be paid in exchange for the interest of the Member in Company property, in accordance with Section 736(b) of the Code.

8.5 Automatic Divestiture. If, during anytime while the Company holds a local or state license pursuant to the Medical Marijuana Code, any of the following occur to a Member or to a member of an entity that is a Member of Company, all interests of that Member in the Company (the "Affected Member") will automatically and immediately terminate, and the Affected Member will cease to be a Member:

(a) The Affected Member is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the Medical Marijuana Code, disqualify the Affected Member from owning a marijuana business. However, where an Affected Member is only charged with a criminal offense and not convicted, and where the Licensing Authority and the local or state licensing authority upon request have agreed to defer pursuing any action against the Company's marijuana business license(s) based upon such charges, or where any such actions of the Licensing Authority and local licensing authorities are subject to a stay order, then the Affected Member's Units shall not be subject to divestiture under this Section;

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

(c) The Licensing Authority or local licensing authority issues a formal recommendation stating that the Affected Member is unfit for occupational licensure under the Medical Marijuana Code;

(d) The Licensing Authority or local licensing authority issues a formal recommendation against the issuance to the Company of a marijuana business license or revokes a marijuana business license, which recommendation cites the participation of the Affected Member as a material factor in the decision, or the Licensing Authority or local licensing authority conditions the issuance of a marijuana business license on the Company removing the Affected Member in the Company;

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

(f) The Affected Member demonstrates a repeated failure to attend meetings with the Licensing Authority or any local licensing authority as required for Company business to be

conducted. As used herein, repeated failure to attend shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any licensing authority;

(g) The Affected Member fails to provide information to the Licensing Authority which is requested by or required by the Licensing Authority; and

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

8.6 Settling of Accounts Following Automatic Divestiture.

(a) The Company shall continue in existence notwithstanding the automatic termination of any Member pursuant to Section 8.5 above. Notwithstanding any provision of this Agreement to the contrary, if the Affected Member is a corporate entity and the occurrence of any of the events enumerated in Section 8.5 above, is due to a member, shareholder, or manager of the Affected Member, the Affected Member shall have an option to redeem its Units and shall be restored to its ownership position before the divesture event occurred if the Affected Member, a court of law, or the Licensing Authority provides a written assurance or order that Affected Member has removed the member, shareholder, or manager that caused any of the events enumerated in Section 8.5 above, pursuant to the terms of the Affected Member's governing documents.

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

(c) The provisions of Section 8.5 and Section 8.6 are in addition to, and not in limitation of, the provisions of Section 7.5 and Section 8.1 above.

ARTICLE IX
MEMBER COVENANTS

9.1 Confidential Information.

(a) No Member shall for any reason, directly or indirectly, disclose to any Person other than the Company, or use for its own personal benefit or for the benefit of any Person other than the Company, any Confidential Information.

(b) Each Member shall, at all times take all precautions necessary to protect from loss or disclosure any and all documents or other information containing, referring to or relating to Confidential Information.

(c) Notwithstanding the foregoing, a Member may disclose Confidential Information pursuant to a subpoena or other order issued by a court of competent jurisdiction or governmental agency, but only if such Member notifies the other Members in writing in advance of such disclosure and cooperates with the other Members in the event the Managing Member elects to legally contest and avoid such disclosure. In any event, such Member may disclose only such portion of the Confidential Information that such Member is advised by a written opinion of counsel is legally required to be disclosed.

9.2 Noncompetition. Each Member covenants and agrees that, for so long as such Member holds any Units, and for a period of one (1) year thereafter, neither such Member nor any of its Affiliates will, without the prior written consent of the Managing Member, directly or indirectly, alone or as a director, officer, employee, agent, consultant, independent contractor, stockholder, partner, manager, member, joint venturer, or owner of (or as a lender or financier to) any company, business, enterprise, or entity, engage in or participate in the Restricted Business within the Restricted Area. A Member's ownership of not more than 4.99% of the shares of stock of any corporation having a class of equity securities actively traded on a national securities exchange shall not be deemed, in and of itself, to violate the prohibitions of this Section.

9.3 Nonsolicitation. Each Member covenants and agrees that, for so long as such Member holds any Units, and for a period of one (1) year thereafter, neither such Member nor any of its Affiliates will, without the prior written consent of the Managing Member, directly or indirectly, alone or as a director, officer, employee, agent, consultant, independent contractor, stockholder, partner, manager, member, joint venturer, or owner of (or as a lender or financier to) any company, business, enterprise, or entity (i) solicit, encourage, or induce (or attempt to solicit, encourage, or induce) any client, customer, supplier, business partner, technology partner, contractor, subcontractor, licensor, licensee, landlord, lessor, or other Person with whom the Company has a business relationship to cease doing business with (or alter or reduce its business relationship with) the Company, or to commence or expand a similar business relationship with any other Person, (ii) solicit, encourage, or induce (or attempt to solicit, encourage, or induce) any individual or entity with whom the Company had at least one sales meeting (whether in-person, telephonic, or through electronic means) within the preceding six-month period to refrain from doing business with the Company, or to commence or expand a similar relationship with any other individual or entity; (iii) solicit, encourage, or induce (or attempt to solicit, encourage, or induce) any employee or service contractor of the Company to leave the employ or service of the Company, or in any way interfere with the relationship between the Company and its respective employees and/or service contractors, or (iv) hire or engage (or attempt to hire or engage) any person who was an employee of the Company until six (6) months after such person's employment with the Company has ended.

9.4 Nature of Restrictions; Enforcement.

(a) Each Member hereby acknowledges and agrees that the restrictions and covenants set forth in Section 9.1, Section 9.2, and Section 9.3 hereof (i) are reasonable, in terms of scope, subject matter, geographic area, duration, and otherwise, and that the protections afforded to the Company thereunder are necessary to protect its legitimate business interests, and (ii) do not preclude such Member from earning a livelihood or unreasonably impose limitations on such Member's ability to earn a living. In addition, each Member acknowledges and agrees that the potential harm to the Company of the non-enforcement of the provisions of Section 9.1, Section 9.2, and/or Section 9.3 outweighs any harm to such Member of their enforcement by injunction or otherwise. Each Member agrees that each provision of Section 9.1, Section 9.2, and Section 9.3 hereof shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the

other clauses hereof. Moreover, each Member agrees that if one or more of such provisions shall for any reason be held to be unenforceable, such provision or provisions shall be construed by the appropriate judicial body so as to be enforceable to the maximum extent compatible with applicable law.

(b) Each Member acknowledges and agrees that any breach of the provisions of Section 9.1, Section 9.2, and/or Section 9.3 hereof will cause irreparable harm to the Company. Accordingly, each Member acknowledges and agrees that the Company shall be entitled, in addition to any other remedies that may be available at law or in equity (including, without limitation, monetary damages), to obtain injunctive or other equitable relief in connection with any breach or threatened breach thereof, without the necessity of posting bond or other security, and each Member hereby agrees to waive the defense that there is an adequate remedy at law in any action, suit, or proceeding relating to such injunctive or other equitable relief.

(c) In addition to any other remedies that the Company may seek and obtain pursuant to this Agreement, the duration of the restrictions set forth in each of Section 9.2 and Section 9.3 hereof shall be extended by any and all periods of time during which such Member shall be found by a court of competent jurisdiction (or arbitrator) to have been in violation of any provision thereof.

(d) Each Member acknowledges and agrees that, in the event of any breach by such Member of the provisions of Section 9.1, Section 9.2, and/or Section 9.3 of this Agreement, the Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration, or benefits which such Member and/or its Affiliates directly or indirectly have received or realized and/or may receive or realize as a result of, growing out of, or in connection with any such breach; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company is or may be entitled pursuant to this Agreement or applicable law.

9.5 Survival. The provisions of this Article IX shall survive the termination of each Member's interest in the Company.

ARTICLE X
DISSOLUTION

10.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

(a) the election to dissolve and terminate the Company proposed by the Managing Member and approved by the Required Percentage of Members;

(b) the entry of a decree of judicial dissolution or administrative order of dissolution by the Licensing Authority; or

(c) the entry of a decree of judicial dissolution under Section 44 of the LLC Act in respect of the Company.

10.2 Winding Up. Upon dissolution under Section 10.1 hereof, no further business shall be conducted by the Company except for the taking of such action as shall be necessary for the winding up of the affairs of the Company and the distribution of its assets to the Members pursuant to the provisions hereof, and thereupon such Person or Persons as the Managing Member shall designate shall act as liquidating trustee (the "Liquidator") and with reasonable speed proceed to wind up and terminate the business and affairs of the Company.

10.3 Sale of Company Assets. Upon dissolution, the Liquidator shall sell such of the Company assets as it deems necessary or appropriate. In lieu of the sale of any or all of the Company's property, the Liquidator may convey and assign all or any part of the Company's property to the Members. Such property shall be conveyed and accounted for in accordance with Section 4.5(a) above. A full accounting shall be made of the accounts of the Company and each Member thereof and of the Company's assets, liabilities and income, from the date of the last accounting to the date of such dissolution.

10.4 Distribution of Assets. Upon the liquidation or dissolution of the Company, the Liquidation Funds shall be distributed to the Members to the extent of and in proportion to their respective Capital Accounts, after taking into account the allocations of Profit or Loss pursuant to Section 4.3 hereof and prior distributions of cash or property pursuant to Section 4.1 hereof. The Liquidator shall use commercially reasonable efforts to carry out the liquidation in conformity with the timing requirements of Regulation Section 1.704-1(b)(2)(ii)(g), but will not be bound to do so or liable in any way to any Member for failure to do so.

10.5 Return of Capital Contributions. The Members shall look solely to the assets of the Company for the return of their Capital Contributions, and if the Company property remaining after the payment or discharge of the debts, obligations and liabilities of the Company is insufficient to return the Capital Contributions, they shall have no recourse therefor against the Liquidator, the Managing Member, or any Member.

10.6 Termination. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Liquidator to minimize the normal losses attendant upon a liquidation. Each of the Members shall be furnished with a statement prepared by the Company's accountants which shall set forth the property and liabilities of the Company as of the date of complete liquidation. Upon compliance with the distribution plan set forth herein, the Members shall cease to be such, and the Liquidator shall execute, acknowledge and cause to be filed with the Secretary a Certificate of Cancellation for the Company. Upon completion of the dissolution, winding up, liquidation and distribution of the liquidation proceeds, the Company and this Agreement shall terminate.

ARTICLE XI
BOOKS AND RECORDS; ACCOUNTING, TAX ELECTIONS, ETC.

11.1 Fiscal Year; Methods of Accounting. The fiscal year of the Company shall be the year ending December 31. The method of accounting to be used in keeping the books of the Company shall be determined by the Managing Member in accordance with applicable law.

11.2 Tax Elections. All tax elections required or permitted to be made by the Company shall be made by the Managing Member.

11.3 Information Rights. As soon as practicable after the end of each fiscal year, the Company shall make the necessary arrangements such that all information relating to the Company necessary for the preparation by each Member of its federal income tax return is provided to the Member.

11.4 List of Members. The Company shall maintain a list of the names and addresses of all Members at the principal office of the Company. Such list shall be made available for the review of any Member or its representative at reasonable times, and upon request, either in person or by mail, the Company shall furnish a copy of such list to any Member or its representative for the cost of reproduction and mailing.

11.5 Accountants. The accountants for the Company shall be selected by the Managing Member.

11.6 Organizational Expenses. The organizational expenses of the Company shall be deducted and amortized to the extent permitted by Section 709 of the Code.

ARTICLE XII
EXCULPATION; INDEMNIFICATION

12.1 Exculpation.

(a) No Covered Person shall have any liability to the Company or to any Member for any loss suffered by the Company or any Member that arises out of any action or omission of such Covered Person in connection with or related to the Company, unless such action or omission constituted fraud, gross negligence or willful misconduct of such Covered Person.

(b) No Person that serves as Liquidator pursuant to Article X shall have any liability to the Company or any Member for any loss suffered by the Company or any Member that arises out of any action or omission of such Person in connection with or related to the Company, unless such action or omission constituted fraud, gross negligence or willful misconduct of such Liquidator.

(c) Any repeal of or amendment to this Section 12.1 shall be prospective only and shall not adversely affect any limitation on the liability of a Covered Person or Person serving as Liquidator existing at the time of such repeal or amendment.

12.2 Indemnification.

(a) Each Covered Person and each Liquidator (if any) (each an "Indemnitee") shall be indemnified, subject to the other provisions of this Agreement, by the Company (only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including, without limitation, reasonable attorneys' fees), judgment, fine, or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee may be made a party or otherwise involved or with which the Indemnitee shall be threatened, by reason of any acts or omissions, or alleged acts or omissions, arising out of (i) the Indemnitee's status or activities as the Managing Member and/or Liquidator, or (ii) the Indemnitee's status as a director and/or officer of the Managing Member, in each case whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened, unless a court of competent jurisdiction finally determines (all appeals having been exhausted or waived) that such Indemnitee's course of conduct constituted fraud, gross negligence or willful misconduct of such Indemnitee; provided, however, that no Covered Person shall be entitled to indemnification hereunder for any matter for which the Company does not have any liability under Section 6.5 hereof. The termination of any action by judgment, order, settlement, or upon a plea of *nolo contendere* or its equivalent, shall not create a presumption that the Indemnitee's conduct constituted fraud, gross negligence or willful misconduct.

(b) Any indemnity under this Section 12.2 shall be paid from assets of the Company (including, without limitation, insurance proceeds). No Member shall have any personal liability for indemnity payments to be made hereunder. The indemnification rights contained in this Section 12.2 shall be limited to out-of-pocket loss or expense.

(c) Each Indemnitee shall be entitled to receive, upon application therefor, reasonable advances to cover the costs of defending any proceedings against him.

(d) The Managing Member may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of Covered Persons and such other Persons as the Managing Member deems appropriate against any liability incurred by any such Covered Person or other Person, whether or not the Company has the power to indemnify such Covered Person or other Person against such liability.

(e) The foregoing right of indemnification shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee.

(f) The rights to indemnification and advancement of expenses conferred in this Section 12.2 shall not be exclusive of any other right which any Indemnitee may have or hereafter acquire under any law, statute, rule, regulation, charter document, by-law, contract or agreement.

(g) Any repeal of or amendment to this Section 12.2 shall be prospective only and shall not limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such repeal or amendment.

12.3 Conflicting Provisions. If any Covered Person or Indemnitee or the Company itself is subject to any federal or state law, rule or regulation which restricts the extent to which any Person may be exonerated or indemnified by the Company, then the exoneration provisions set forth in Section 12.1 and the indemnification provisions set forth in Section 12.2 shall be deemed to be amended, automatically and without further action by the Managing Member or the Members, to the minimum extent necessary to conform to such restrictions.

ARTICLE XIII
DISPUTE RESOLUTION

13.1 Disputes. Subject to the provisions of Section 13.5 below, in the event there is any dispute among the Members regarding the proper interpretation or effect of this Agreement (each a "Dispute"), any Member affected by such Dispute shall have the immediate right, upon notice to the other Members (the "Dispute Notice"), to initiate a discussion directed at resolving such Dispute.

13.2 Mediation. If the Members are unable to resolve the Dispute on a mutually satisfactory basis within thirty (30) days after the date of the Dispute Notice, then the Members shall submit the Dispute to non-binding mediation in accordance with procedures agreed upon by the Members. If the Dispute is not resolved through mediation within thirty (30) days of the initial request for mediation or within a time frame mutually agreed upon by the Members, then the Dispute shall be submitted for binding arbitration as provided in Section 13.3 below.

13.3 Binding Arbitration.

(a) If a Dispute is required to be submitted to binding arbitration pursuant to Section 13.2 above (each an "Arbitration Matter"), then, in each such case, the procedures set forth in this Section 13.3 shall apply.

(b) *Pre-Arbitration Procedure.*

(i) Any Arbitration Matter shall be submitted to arbitration by notifying the other Member or Members, as the case may be, in writing of the submission of such Arbitration Matter to arbitration (the "Arbitration Notice"). The Member delivering the Arbitration Notice shall specify therein, to the fullest extent then possible, its version of the facts surrounding the Arbitration Matter and the amount of any damages and/or the nature of any injunctive or other relief such Member claims.

(ii) Each Member receiving such Arbitration Notice shall respond within 10 business days after receipt thereof (the "Arbitration Response"), stating its version of the facts to the fullest extent then possible and, if applicable, its position as to damages or other relief sought by the Member delivering the Arbitration Notice.

(c) *Arbitration Procedure.*

(i) The arbitration shall be conducted in Boston, Massachusetts before one (1) arbitrator selected by the American Arbitration Association, unless otherwise agreed to by the parties in writing. The Commercial Arbitration Rules of the American Arbitration Association in effect on the date the matter is submitted to arbitration shall apply, unless otherwise agreed by the parties in writing. The Members shall submit the Arbitration Notice and the Arbitration Response to the arbitrator(s).

(ii) The decision of the arbitrator(s) shall be in writing and shall contain the findings of fact and conclusions of law on which the decision is based. The arbitrator(s) shall not have the power to make any award that is inconsistent with the provisions of this Agreement or with the substantive law of the Commonwealth of Massachusetts. Any award or final decision rendered pursuant to the arbitration may be entered for enforcement in any court of competent jurisdiction.

13.4 Expenses. The expenses of the arbitration proceeding, with the exception of attorney fees' (if any) and other expenses independently undertaken by each party, will be shared equally by the parties to the arbitration; provided, however, that the party which prevails in any such arbitration shall be entitled to reimbursement of its reasonable attorney's fees and costs associated with the arbitration proceeding as approved by the arbitrator(s).

13.5 Certain Breaches. Notwithstanding the terms of Section 13.1 above, the Company shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction in order to enforce the Company' s rights and remedies under Article IX above.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Notices. Except as otherwise provided in this Agreement, all notices, consents or other communications required to be given under this Agreement shall be deemed sufficient for all purposes hereof if such notice, consent or other communication is in writing (including a written electronic communication) and: (a) personally delivered to the party to whom it is directed; (b) sent by facsimile telecommunication to a number provided by the party to whom it is directed, or by electronic mail to an electronic mail address provided by the party to whom it is directed, in each case with written confirmation of receipt; (c) sent by certified or registered mail return receipt requested, to the party to whom it is directed, postage and charges pre-paid, addressed to such party's address as set forth next to such party's name on Schedule 1; or (d) sent by express overnight delivery by a national carrier to the party to whom it is directed, addressed to such party's address as set forth next to such party's name on Schedule 1.

Except as otherwise expressly provided in this Agreement, (x) any notice, consent or other communication that is delivered in accordance with Section 14.1(b) above shall be deemed to be given when sent, if sent during normal business hours of the recipient; if not, then on the next business day, (y) any notice, consent or other communication that is sent by mail in accordance with Section 14.1(c) above shall be deemed to be given on the fifth (5th) business day after the date on which it was deposited in a regularly maintained receptacle for the deposit of United States mail, and (z) any notice, consent or other communication that is delivered in accordance with Section 14.1(a) or Section 14.1(d) above shall be deemed to be given when received.

Any Member may change its address by giving notice in writing stating its new address to the Company and all other Members. Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be the Person's address for the purposes of all notices, consents or other communications required or permitted to be given pursuant to this Agreement.

14.2 Specific Performance. Each of the parties hereto recognizes that if any party hereto refuses to perform under the provisions of this Agreement or any other agreements or instruments provided for herein, then monetary damages alone would not be adequate to compensate the other parties for their injury. Accordingly, each party hereto shall be entitled, in addition to any remedies that may be available at law or in equity (including, without limitation, monetary damages), to obtain specific performance of the parties' obligations hereunder or thereunder, without the necessity of posting bond or other security. If any action is brought by a party hereto to specifically enforce this Agreement or any other agreements or instruments provided for herein, then the other parties shall waive the defense that there is an adequate remedy at law.

14.3 Severability. If any provision (or any part of any provision) contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein, but only to the extent such provision (or part thereof) is invalid, illegal, or unenforceable.

14.4 Third Party Beneficiary Rights. No provision of this Agreement is intended to be for the benefit of any creditor to whom any debts, liabilities or obligations are owed by, or who otherwise has any claim against, the Company or any of the Members, and no such creditor shall obtain any right under any such provisions or shall by reason of such provisions make any claim in respect of any debt, liability or obligation (or otherwise) against the Company or any of the Members.

14.5 Entire Agreement; Amendment; Waiver. The Certificate of Organization and this Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersede any and all prior agreements, communications and negotiations (whether oral or written) regarding the transactions contemplated hereby and thereby. No modification, amendment, or waiver of any provision of this Agreement or the Certificate of Organization shall be effective unless such modification, amendment or waiver is approved in writing by the Required Percentage of Members.

14.6 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to its conflict of law provisions. Each Member irrevocably consents to the non-exclusive jurisdiction of the courts of the Commonwealth of Massachusetts.

14.7 Expenses. All expenses in connection with the development, financing and operation of the Company's business as well as the annual accounting fees, expenses for preparing and distributing

Company financial statements and tax returns, and Company insurance premiums, shall be considered Company expenses. Each Member shall pay its own legal and accounting fees in connection with protecting or enforcing its particular Units.

14.8 Statutory References. Each reference in this Agreement to a particular statute or regulation, or a provision thereof shall, at any particular time, be deemed to be a reference to such statute or regulation, or provision thereof or to any similar or superseding statute or regulation, or provision thereof, as at such time is in effect.

14.9 Member Representations. Each Member represents and warrants to the Company and the other Members that (A) such Member has the power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby, (B) this Agreement has been duly executed and delivered by such Member and, assuming the due execution and delivery by the other Members, constitutes the legal, valid and binding obligation of such Member, enforceable in accordance with its terms, and (c) such Member is suitable for licensure by the Licensing Authority.

14.10 Further Assurances. Each Member shall execute and deliver all such agreements, documents, instruments, and certificates, and shall do all such filing, recording, publishing, and other acts as the Managing Member deems appropriate to effectuate the provisions of this Agreement, to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

14.11 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

14.12 Waiver of Right to Judicial Dissolution. The Members agree that irreparable damage would be done to the goodwill and reputation of the Company if any Member should bring an action in court to dissolve the Company. Each party hereby waives and renounces its right to seek a court decree of dissolution or to seek the appointment by a court of a liquidator for the Company.

14.13 Waiver of Partition and Valuation. Each Member, on behalf of himself and his successors, representatives, heirs and assigns, hereby waives and releases each and all of the following rights that he has or may have, if any, by virtue of holding Units: (a) any right of partition or any right to take any other action which otherwise might be available to such Member for the purpose of severing its relationship with the Company or such Member's interest in the assets held by the Company from the interests of the other Members; and (b) except as expressly provided herein, any right to valuation and payment of the Units of any Member.

14.14 Spousal Interests in Units. To the extent that any Units of a Member constitute the marital or community property of such Member and his or her spouse, the Member shall obtain the spouse's acknowledgment of and consent to the existence and binding effect of this Agreement by having the spouse execute a spousal consent in the form of Exhibit B attached hereto. If a Member marries or remarries subsequent to the date of this Agreement, the Member shall obtain the required spousal consent within a reasonable time, not to exceed thirty (30) days, following the marriage.

14.15 Testamentary Provisions. Each Member shall insert in his or her will a direction and authorization to the executor to fulfill and comply with the provisions of this Agreement.

14.16 Waiver of Jury Trial. EACH OF THE MEMBERS WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY CLAIMS OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE MEMBERS ACKNOWLEDGE THAT THIS IS A WAIVER OF A LEGAL RIGHT AND REPRESENT TO EACH

OTHER THAT THESE WAIVERS ARE MADE KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH COUNSEL OF THEIR CHOICE. EACH OF THE MEMBERS AGREES THAT ALL SUCH CLAIMS SHALL BE TRIED BEFORE A JUDGE OF A COURT HAVING JURISDICTION WITHOUT A JURY.

14.17 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NONE OF THE COMPANY, THE MANAGING MEMBER, THE MEMBERS, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION OR WARRANTY TO THE CONTRARY.

14.18 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and may be delivered via facsimile or electronic transmission.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Members:

William P. Phelan

Neil Phelan

Brett Sprau

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Members:

William P. Phelan

Neil W. Phelan

Brett A. Sprau

Schedule 1
(List of Members)

Capitalized terms used in this Schedule 1 but not otherwise defined herein shall have the respective meanings specified in the foregoing Operating Agreement of Just Healthy, LLC.

Name and Address	Initial Capital Contribution	Number of Units
William P. Phelan 6 Turnberry Lane Loudonville, New York 12211	$12,603	12,603
Neil Phelan 202 State Street Northampton, Massachusetts 01060	$4,867	4,867
Brett Sprau 45 East Northampton Street Apartment 306 Wilkes-Barre, Pennsylvania 18701	$2,531	2,531

Exhibit A
(Certificate of Organization)

Exhibit B
(Spousal Consent)

SPOUSAL CONSENT

I, the spouse of a Member of Just Healthy, LLC (the "Company"), hereby acknowledge that I have read the foregoing Operating Agreement (the "LLC Agreement") and know its contents, including, but not limited to, those provisions that establish the rights of the Company to purchase any and all Units (as defined in the LLC Agreement) (or any interest therein) acquired by or awarded to me pursuant to a decree of divorce, dissolution, or separate maintenance, or pursuant to any property settlement or separation agreement. In accordance with the LLC Agreement, I hereby agree on behalf of myself and all my successors in interest that the LLC Agreement shall bind my marital or community interest, if any, in any and all Units (and any interest therein) that are at any time registered on the books and records of the Company in the name of my spouse. I acknowledge that I have been represented by separate counsel in the execution of this Spousal Consent.

Signature: _____

Name: Elaine M. Phelan

Date: 2.23.18



Just Healthy, LLC

Business Plan

December 24, 2018

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

Just Healthy, LLC. ("Just Healthy") is a Marijuana Establishment ("**ME**") committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

Just Healthy's vision is to be the Earth's most people-centric company, where customers can educate, find and discover any marijuana product they might want to experience. We seek to advance the medical and adult use marijuana market further through consistent research and development and aim to find new strains and cannabinoid profiles that will further help the patients and adults of Massachusetts.

1.2 License Type

Just Healthy is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "Commission") for the following licenses to operate in Northampton, Massachusetts;

1. Marijuana Retailer License,
2. Marijuana Product Manufacturer License, and a
3. Marijuana Cultivator Tier 7 License.

1.3 Product

Just Healthy will offer flower, concentrates, edibles and topicals. All offerings will be compliant with the guidelines and regulations set out by the Commission.

In addition to traditional sativa, indica, and hybrid cannabis flower, Just Healthy will offer a wide range of products and services that will allow Just Healthy to serve customers with a wide variety of needs. Products Just Healthy intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams & Lotions
4. Patches
5. Oral Mucosal / Sublingual dissolving tablets
6. Tinctures
7. Sprays
8. Inhalation ready to use C02 extracted oils
9. Pre-dosed oil vaporizers
10. Ingestion capsules
11. Edibles & Beverages

1.4 Customers

Just Healthy's target customers include adults 21 years of age and older. Modern research suggests that marijuana is a valuable aid in the treatment of a wide range of clinical applications. These include pain relief, particularly neuropathic pain nausea, spasticity, glaucoma, and

movement disorders. Marijuana is also a powerful appetite stimulant, specifically for patients suffering from HIV, the AIDS wasting syndrome, or dementia.

1.5 What Drives Us

As the leading cannabis technology company in Massachusetts, we recognize the role we have in driving forward the industry. We're committed to changing the conversation around marijuana through education. We want to demonstrate how easily marijuana can integrate into your health care or lifestyle. In order to achieve this, we must commit to:

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Just Healthy's operations within their communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been particularly harmed by the war on drugs;
5. Hiring employees from economically distressed communities and giving them the space and knowledge to flourish professionally within Just Healthy and the cannabis industry as a whole;
6. Having a diverse and socially representative pool of employees;
7. Empower the next generation of entrepreneurs and leaders through hiring, training, and teaching;
8. Running an environmentally friendly ME in the Commonwealth of Massachusetts through the use of efficient cultivation methods; and
9. Creating marijuana products that are safe, effective, consistent, and high quality.

2. COMPANY DESCRIPTION

2.1 Structure

Just Healthy is a Massachusetts domestic for-profit limited liability company ("LLC") interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "Commission") to operate a ME in the Commonwealth.

Just Healthy will file, in a form and manner specified by the Commission, an application for licensure as a ME consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

2.2 Operations

- Marijuana Cultivator
- Marijuana Product Manufacturer,
- Marijuana Retailer

Just Healthy will be located in Northampton at 1010 Ryan Road (Cultivation/Manufacturing) and 58 Pleasant Street (Retail).

The retail facility is well positioned and matches the ideal picture of a community dispensary store. Before taking over the facility, it was used as a center piece of commerce in downtown Northampton and remains in good condition. The business will be launching with just one outlet in Northampton but has plans to open other outlets in key locations in Massachusetts.

The retail facility encompasses a total of 5,000 square feet. The cultivation facility encompasses a total 60,000 square feet with approximately 40,000 square feet dedicated exclusively to cultivation and approximately 20,000 square feet of space dedicated to supporting cultivation efforts.

Just Healthy will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Just Healthy will tag and track all marijuana seeds, clones, plants, and marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Just Healthy will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

Just Healthy will obtain and maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than $5,000 per occurrence.

Just Healthy will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Just Healthy will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Just Healthy will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Just Healthy.

Just Healthy and Just Healthy's agents will comply with all local rules, regulations, ordinances, and bylaws.

We have achieved:

1. RMD Priority Applicant Status
2. Provisional Licensing
3. Letter of Non-opposition from Northampton

2.3 Security

Just Healthy will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Just Healthy's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Just Healthy Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Just Healthy's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Just Healthy will maintain a current list of individuals with access.

On-site consumption of marijuana by Just Healthy's employees and visitors will be prohibited.

Just Healthy will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

Just Healthy looks forward to working cooperatively with the City of Northampton (which

approved 2016 Ballot Question 4 legalizing adult use marijuana with 68.9% of the vote to ensure that Just Healthy operates as a responsible, contributing member of the Northampton community. Just Healthy anticipates establishing a mutually beneficial relationship with the City in exchange for permitting Just Healthy to site and operate in Northampton. The City stands to benefit in various ways, including but not limited to the following:

- Jobs:
  - A cultivation, processing, manufacturing and retail facility will add 30-40 full-time jobs, in addition to hiring qualified, local contractors and vendors.
- Monetary Benefits:
  - A Host Community Agreement with significant monetary donations will provide the City with additional financial benefits beyond local property taxes.
- Access to Quality Product:
  - Just Healthy will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- Control:
  - In addition to the Commission, the Northampton Police Department and other municipal departments will have oversight over Just Healthy's security systems and processes.
- Responsibility:
  - Just Healthy is comprised of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the Commission.
- Economic Development:
  - Just Healthy's re-development and construction of the former Bill Willard gravel operation at 1010 Ryan Road will revitalize the Florence/ Northampton community and contribute to the overall economic development of the local community.

3. MARKET RESEARCH

3.1 Industry

Just Healthy's proposed location is located in the City of Northampton.

3.2 Customers

In Massachusetts, sales are expected to increase from $106 million in 2017 to $457 million in 2018, and eventually to $1.4 billion in 2025, according to New Frontier Data.

3.3 Competitors

Just Healthy's competitor is the non-tax paying illicit market.

3.4 Competitive Advantage

Just Healthy's competitive advantages over their competition include is based around the implementation of skilled management and technology from direct experience in CO, in a market that tends to lean away from such attributes. By building a state-of-the-art greenhouse complex in the Massachusetts, we will be able to consistently produce the highest quality cannabis in the market. Our facility, knowledge, and a perpetual garden will allow us to run our business at a

cost that will keep us profitable while consistently producing the various products our customer's demand.

In every business, there is competition. However, the retail cannabis industry is known to be highly competitive. Just Healthy possesses several strengths which will separate Just Healthy from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, the discounts offered for the products, and to some extent, the branding of the business.

3.5 Regulations

Just Healthy is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Just Healthy will be registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity. Just Healthy will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Just Healthy will apply for all state and local permits and approvals required to renovate and operate the facility.

Just Healthy will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Just Healthy's facility will utilize a state-of-the-art hybrid greenhouse complex to reduce costs and increase production yields.

4. PRODUCT / SERVICE

4.1 Product & Service

Just Healthy brings together a collection of retailers, scientists, botanists, developers, artists and business leaders. All experts in our fields. All with years of hands-on experience. Together, we bring a wealth of experience to product manufacturing and packaging, creating retail & educational opportunities in the store and online.

Our core product as marijuana dispensary for medical and adult use will be marijuana, which will come in a variety of strains and product types. We will also engage in ongoing education and support programs for our customers and prospective customers.

4.2 Pricing Structure

Just Healthy's pricing structure will vary based on market conditions. Just Healthy plans to produce products of superior quality and will price its products accordingly.

4.3 Intellectual Property Rights

Just Healthy intellectual property rights include all the standard operating procedures (SOPs)

associated with the cultivation, processing, manufacturing and dispensing of products.

4.4 Research & Development

Just Healthy research and development activities to establish a cutting-edge RMD which will provide the highest level of care to our patients and consistently produce the highest quality cannabis products for the Massachusetts market.

5. MARKETING & SALES

5.1 Growth Strategy

Just Healthy's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. A compelling loyalty program;
4. An exemplary customer in-store experience;
5. A caring and thoughtful staff made of consummate professionals

Just Healthy plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

5.2 Communication

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

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

Just Healthy will communicate with customers through:

1. A company run website;
2. A company blog
3. Popular cannabis discover networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat;

5. Opt-in direct communications; and

Just Healthy will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

5.3 Sales

Just Healthy will sell its product and service by engaging customers with knowledgeable in-store personnel.

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

Just Healthy will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." Just Healthy will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Logo

Just Healthy has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

6. FINANCIAL PROJECTIONS

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS 2019	SECOND FULL FISCAL YEAR PROJECTIONS 2020	THIRD FULL FISCAL YEAR PROJECTIONS 2021
Projected Revenue	$1,779,724.00	2,441,274.00	3,014,178.00
Projected Expenses	2,087,124.00	2,494,038.00	2,925,247.00
VARIANCE:	$ -287,400.00	-$52,764.00	-$88931.00
Number of unique patients for the year	670	910	1,150
Number of patient visits for the year	33,600	54,800	62,400
Projected % of patient growth rate annually	---	35.8	26.4
Estimated purchased ounces per visit	0.13	0.13	0.13
Estimated cost per ounce	$350	$333	$300
Total FTEs in staffing	15	20	20
Total marijuana for medical use inventory for the year (in lbs.)	305	393	506
Total marijuana for medical use sold for the year (in lbs)	262	375	488
Total marijuana for medical use left for roll over (in lbs.)	43	62	80

6.1 Financial Assumptions

See above

7. TEAM

7.1 General

Just Healthy has put together a team to implement the operations of the ME. Just Healthy intends to create 30-40 full-time staff positions within the first three years of operations in the City of Northampton

7.2 Founders

William Phelan

William is a serial entrepreneur focused on technology and emerging markets. He is Co-

founder and CEO of Bright Hub Inc., a media publishing company, and also serves as a Board Member and Corporation Secretary of Capital District Physician's Health Plan (CDPHP). CDPHP is the dominant non-profit regional healthcare plan in upstate New York, founded by physicians and serving the needs of 500,000 Members and generating $2.3 billion in annual revenues

Brett Sprau
Brett Sprau directs the growth and cultivation efforts. Brett is the co-founder of Colorado Leaf, a purveyor of the finest wholesale organic cannabis in the Colorado retail marketplace. The company utilizes the latest industry technology in a state-of-the-art licensed cannabis greenhouse, consistently producing a high-quality finished product that has never before been seen on a wholesale level. By implementing the strictest controls while the company's growers focus on finding the rarest and most elite strains, Colorado Leaf is raising standards for the cannabis industry worldwide.

Neil Phelan
Neil Phelan assists in the project management needs and requirements and patient development. Passionate about digital technology, Neil is a specialist in marketing, sales and customer acquisition. Understanding and creating demand, Neil has both lead and contributed to targeted and forecasted growth. He is a resident of Brighton, Massachusetts and received a B.A. in Accounting and Finance from Bentley University where he developed a passion for understanding and developing strategic technology to create disruptive businesses.

7.3 CEO / COO / CFO

Neil Phelan-CEO
William Phelan-CFO
Brett Sprau- COO

7.4 Head of Cultivation & Head of Security

Head of Cultivation: **Brett Sprau**-The Head of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Head of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Be responsible for supervision and training of agents;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with the Greenhouse Technician to promote successful operations in the Cultivation Facility;
- Program and monitor the Environmental Control System (DDC);

- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation; and
- Provide pesticide recommendations and ensure Integrated Pest Management (IPM) Program is sufficient.

7.5 Additional Staff

Additional team members will be brought on at the necessary point.

8. FINAL REMARKS

As a RMD with RMD Priority Applicant Status, Just Healthy has the experience and know-how to safely and efficiently serve customers and patients with high quality, consistent, laboratory-tested medical grade cannabis and derivatives. By expanding operations to include adult-use products, Just Healthy hopes to bring its high-quality standards to adult-use Consumers to provide them with a safe and clean community environment. To accomplish this, Just Healthy will leverage and expand its existing RMD infrastructure while maintaining its committed services to existing and future patients and their caregivers. Further, Just Healthy will leverage existing protocols and standard operating procedures to control, review, test, and track inventory, consistent with regulations set forth by the Commission. Just Healthy's state-of-the-art security systems and contracted professional security and alarm companies, along with other comprehensive security measures will also help ensure a safe and secure environment for both Consumers and staff and will help deter and prevent diversion.

In Massachusetts, cannabis-related sales are expected to increase from $106 million in 2017 to $457 millions in 2018, and eventually to $1.4 billion in 2025. Just Healthy is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. In doing so, Just Healthy looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits this market will yield.



PLAN FOR OBTAINING LIABILITY INSURANCE

Just Healthy, LLC ("Just Healthy") plans to contract with James River Insurance 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. Just Healthy will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Just Healthy will place in escrow at least $250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Just Healthy will keep reports documenting compliance with 935 CMR 500.105(10).

DIVERSITY PLAN

Overview

The Cannabis Control Commission is charged by state law to adopt procedures and policies to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities. M.G.L. c. 94G, § 4. State law specifically requires the Commission to "provide meaningful participation of communities disproportionately affected by cannabis prohibition and enforcement, including minority business enterprises, women business enterprises, and veteran business enterprises." St. 2017, c. 55, § 77.

Just Healthy, LLC ("Just Healthy") 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 of all gender identities and sexual orientations.

To support such populations, Just Healthy has created the following Diversity Plan (the "Plan") and has identified and created goals/programs to promote equity in Just Healthy's operations.

Goals

Just Healthy has established the following goals in order to promote equity for the above-listed groups in its operations:

1. Recruiting diverse employees at all levels;
2. Developing and retaining diverse employees by promoting an environment that values differences;
3. Increasing the diversity of employees in senior and management positions; and
4. Increasing access to the adult-use cannabis industry for members of diverse populations.

Programs

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

Goal: Recruiting diverse employees at all levels
Strategies to Achieve:

1. Creating a diverse employment panel to evaluate potential candidates for open positions.
2. Partnering with local diverse organizations to identify diverse job candidates.

Goal: Developing and retaining diverse employees by promoting an environment that values differences.

Strategies to Achieve:

1. Communicating diversity strategies to all Just Healthy employees to clarify links between diversity management strategies and mission accomplishment.
2. Supporting skills/training development and developing individual plans to assess progress.
3. Conducting quarterly organizational assessments to determine organizational strengths and areas for improvement related to diversity management principles.

Goal: Increasing the diversity of employees in senior and managerial positions

Strategies to Achieve:

1. Supporting participation of qualified employees in internal and external leadership and executive development programs.
2. Providing staff with meaningful career planning, mentoring and developmental opportunities for exposure to senior management.
3. Holding quarterly focus groups among Just Healthy employees and community stakeholders to determine where there may be concerns or problems with fairness in recruiting, developmental opportunities, promotions and awards.

Goal: Increasing accessibility into the adult-use cannabis industry for members of diverse populations.

Strategies to Achieve:

1. Participating in job fairs that are directed towards members of diverse populations identified by the Commission.
2. As job postings become available, advertising employment opportunities in diverse publications.
3. Providing on-the-job training and mentoring for all employees to advance their professional development.

Measurements

Beginning upon receipt of Just Healthy's first "Commence Operations" designation from the Commission to operate a marijuana establishment in the Commonwealth, Just Healthy will utilize the proposed metrics to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of a license. Just Healthy will establish a Diversity Committee (the "Committee") that will administer the Plan and will be responsible for developing measurable outcomes to ensure Just Healthy continues to meet its commitments. Such measurable outcomes, in accordance with Just Healthy's goals and programs described above, include:

- The number of diverse employees who have been hired and retained for a period of no less than six (6) months
- The number of diverse employees who have received a promotion since the previous audit of the Plan.
- The number of jobs posted in diverse media and documentation in support of such postings.

- The number of job fairs participated in that are directed towards members of diverse populations and documentation in support of such job fairs.
- The number of internal and internal external leadership and executive development programs provided to diverse employees and documentation of participants in such programs.
- Documentation of quarterly focus groups.

The Committee will review and evaluate Just Healthy's measurable outcomes no less than quarterly to ensure that Just Healthy is meeting its commitments. Such evaluation will include a staffing analysis, which will include a comprehensive review of Just Healthy's human resources files, Just Healthy is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon license renewal.

Acknowledgements

- Just Healthy 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 Just Healthy will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

MAINTAINING OF FINANCIAL RECORDS

Just Healthy, LLC's ("Just Healthy") 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 Just Healthy.
- 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;
    - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - 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; and

    - If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six (6) months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
    - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
    - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
    - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- Application Renewal Records
    - Just Healthy will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant 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.

QUALIFICATIONS AND TRAINING

Just Healthy, LLC ("Just Healthy") will ensure that all employees hired to work at a Just Healthy facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Just Healthy will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Just Healthy discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Just Healthy will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Just Healthy's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of Just Healthy's current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a "Responsible Vendor". Once Just Healthy is designated a "Responsible Vendor", all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training

Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor".

Just Healthy will also encourage administrative employees who do not handle or sell marijuana to take the "Responsible Vendor" program on a voluntary basis to help ensure compliance. Just Healthy's records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, Just Healthy's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including:
    - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
    - The amount of time to feel impairment;
    - Visible signs of impairment; and
    - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
    - How to check identification;
    - Spotting false identification;
    - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
    - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
    - Local and state licensing and enforcement;
    - Incident and notification requirements;
    - Administrative and criminal liability;
    - License sanctions;
    - Waste disposal;
    - Health and safety standards;
    - Patrons prohibited from bringing marijuana onto licensed premises;
    - Permitted hours of sale;
    - Conduct of establishment;
    - Permitting inspections by state and local licensing and enforcement authorities;

- Licensee responsibilities for activities occurring within licensed premises;
- Maintenance of records;
- Privacy issues; and
- Prohibited purchases and practices.

RECORDKEEPING PROCEDURES

Just Healthy, LLC ("Just Healthy") 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 Just Healthy documents. Records will be stored at Just Healthy 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 Just Healthy 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 Just Healthy's quarter-end closing procedures. In addition, Just Healthy'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: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
    - Insurance Coverage:
        - Directors & Officers Policy
        - Product Liability Policy
        - General Liability Policy
        - Umbrella Policy
        - Workers Compensation Policy
        - Employer Professional Liability Policy
    - Third-Party Laboratory Contracts
    - 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: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products;
    - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the Just Healthy.
- Personnel Records: At a minimum 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 Just Healthy 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.
    - Personnel policies and procedures; and
    - All background check reports obtained in accordance with [M.G.L c. 6 § 172, 935 CMR 500.029: Registration of Independent Testing Laboratory Agents], 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).

- Handling and Testing of Marijuana Records
    - Just Healthy will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
    - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
    - Just Healthy will use 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.
- Sales Records for Marijuana Retailer
    - Just Healthy will maintain records that is has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
    - Within ten (10) calendar days, Just Healthy 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 Just Healthy 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 Just Healthy'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.
- Waste Disposal Records
    - When marijuana or marijuana products are disposed of, Just Healthy will create and maintain an electronic record of the date, the type and quantity disposed of or

handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Just Healthy agents present during the disposal or other handling, with their signatures. Just Healthy will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records
    - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
    - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
    - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Just Healthy is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
    - Just Healthy will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon 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
    - Just Healthy 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 Just Healthy closes, all records will be kept for at least two (2) years at Just Healthy's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Just Healthy 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 Just Healthy'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 Just Healthy'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);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
- 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 Just Healthy 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 Just Healthy, 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 Just Healthy's website.
- Policies and procedures for the handling of cash on Just Healthy 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.
- Application Renewal Records
    - Just Healthy will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant 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.

<u>Record-Retention</u>

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

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Just Healthy, LLC ("Just Healthy") will only be accessible to consumers 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Just Healthy agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

In the event Just Healthy discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Just Healthy will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Just Healthy will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Just Healthy will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Just Healthy will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, "**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.**" Pursuant to 935 CMR 500.105(6)(b), Just Healthy packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors

or otherwise be attractive to minors. Just Healthy's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).



PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

Just Healthy, LLC ("Just Healthy") has developed plans and procedures to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 502.000.

Prior to the point of sale or at the point of sale, Just Healthy will designate whether marijuana and/or Marijuana Products are intended for sale for adult use or medical use through the SOR. All marijuana and Marijuana Products will be transferred to the appropriate license within the Seed-to-Sale SOR prior to sale. After the point of sale, Just Healthy will reconcile that inventory in the SOR.

In compliance with 935 CMR 502.140, Just Healthy will ensure that registered patients have access to a sufficient quantity and variety of medical marijuana and marijuana products. For the first six (6) months of operations, 35% of Just Healthy's marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, Just Healthy will maintain a quantity and variety of medical marijuana products for registered patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding six (6) months. Marijuana products reserved for patient supply will, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six (6) months. If a substitution must be made, the substitution will reflect the type and strain no longer available as closely as possible.

On a quarterly basis, Just Healthy will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical marijuana and Marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six (6) months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Just Healthy will submit a report to the Commission. Marijuana products reserved for patient supply will be either: (1) maintained on-site at Just Healthy's retailer or easily accessible at another Just Healthy location and transferable to the retailer location within 48 hours of notification that the

on-site supply has been exhausted. Just Healthy will perform audits of patient supply available on a weekly basis and retain those records for a period of six (6) months.

In addition to virtual separation, Just Healthy will provide for physical separation between the medical and adult use sales areas. A temporary or semi-permanent physical barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue. Just Healthy's agents will prioritize patient and caregiver identification verification and physical entry into the retail area.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. A registered patient/caregiver 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue, so long as the transaction can be recorded in accordance with 935 CMR 501.105.

Just Healthy will also provide an enclosed patient consultation area that is separate from the sales floor to allow privacy and for confidential visual and auditory consultation. The patient consultation area will have signage stating, "Consultation Area" and will be accessible by patients and caregivers without having to traverse a Limited Access area.

Just Healthy will also maintain separate financial records for adult-use products and medical products to ensure compliance with the applicable tax laws.

QUALITY CONTROL AND TESTING

Quality Control

Just Healthy, LLC ("Just Healthy") will comply with the following sanitary requirements:

1. Any Just Healthy agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Just Healthy agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
    a. Maintaining adequate personal cleanliness; and
    b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Just Healthy's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Just Healthy's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Just Healthy's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Just Healthy will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Just Healthy's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Just Healthy's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;

8. Just Healthy's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Just Healthy will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Just Healthy acknowledges and understands that the Commission may require Just Healthy to demonstrate the intended and actual use of any toxic items found on Just Healthy's premises;
11. Just Healthy will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Just Healthy's needs;
12. Just Healthy's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Just Healthy will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Just Healthy will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Just Healthy will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Just Healthy's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Just Healthy will ensure that Just Healthy's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Just Healthy will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due

to any action initiated at the request or order of the Commission, and any voluntary action by Just Healthy to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

Just Healthy will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Just Healthy for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Just Healthy's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Just Healthy's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Just Healthy's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Just Healthy acknowledges and understands that the Commission may require additional testing.

Just Healthy's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Just Healthy and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Just Healthy will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Just Healthy acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Just Healthy's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Just Healthy for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

JUST HEALTHY, LLC

NORTHAMPTON ENERGY COMPLIANCE PLAN

Just Healthy, LLC ("Just Healthy") has developed the following Energy Compliance Plan to ensure that its Cultivation facility located in Northampton remains in compliance with the energy efficiency and conservation regulations codified in 935 CMR 500.103(1)(b), 500.105(1)(q), 500.105(15) and 500.120(11).

Energy Efficiency and Equipment Standards

Just Healthy will maintain compliance at all times with the Commission's minimum energy efficiency and equipment standards and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control. Just Healthy will adopt and use additional best management practices as determined by the Commission to reduce energy

Building Envelope

The building envelope for Just Healthy's indoor cultivation facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code. To the extent Just Healthy uses an existing building, it will demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

Lighting

Just Healthy's lighting will meet one of the following compliance requirements:

1. Horticulture Lighting Power Density will not exceed 36 watts per square foot; or
2. All horticultural lighting used in the facility is listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission as of the date of license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 µmol/J (micromoles per joule).

In the event that Just Healthy seeks to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, Just Healthy will seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting.

Regardless of compliance path, Just Healthy will provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which will certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.

Just Healthy will establish and document safety protocols to protect workers (e.g., eye protection near operating Horticultural Lighting Equipment).

Strategies to Reduce Electric Demand

Just Healthy is considering the following strategies to reduce electric demand.

1. All tenant space lighting is high efficiency LED lighting
2. Window and glass door areas have been maximized for the use of natural daylight
3. Mechanical units are being re-used 80% efficient furnaces with 13.0 SEER cooling
4. Additional mechanical unit is 80% efficient with 12.5 SEER cooling. Unit is to be equipped with Economizer and ultra-low leakage dampers.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Just Healthy will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

Just Healthy plans on engaging with the energy efficiency program offered by Mass Save and will coordinate with Northampton officials to identify other potential energy saving programs and initiatives.

HVAC and Dehumidification

Just Healthy's Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code). As part of the documentation required under 935 CMR5 00.120(11)(b), Just Healthy will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.

Energy Compliance Letter

Prior to final licensure, and to the extent updates are required in connection with a license renewal application, Just Healthy will demonstrate compliance with 935 CMR 500.120(11) by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation.

Energy and Water Usage Report

Just Healthy will submit to the Commission a report of its energy and water usage over the 12-month period preceding the date of the annual Cultivator License renewal application.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Just Healthy, LLC ("Just Healthy") will securely maintain personnel records, including registration status and background check records. Just Healthy 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 accessible business hours and safe cultivation 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 Just Healthy 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 Just Healthy will undergo a detailed background investigation prior to being granted access to a Just Healthy facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Just Healthy pursuant to 935 CMR 500.030 and will be used by the Director of Security, 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 the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Just Healthy 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, Just Healthy will:
    a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D 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, Just Healthy will consider the following factors:
        - Time since the offense or incident;
        - Age of the subject at the time of the offense or incident;
        - Nature and specific circumstances of the offense or incident;
        - Sentence imposed and length, if any, of incarceration, if criminal;
        - Penalty or discipline imposed, including damages awarded, if civil or administrative;
        - Relationship of offense or incident to nature of work to be performed;
        - Number of offenses or incidents;

- Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
- 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
- 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 Just Healthy or the Commission.

Personnel Policies and Training

As outlined in Just Healthy'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 Just Healthy agents are required to complete training as detailed in Just Healthy's Qualifications and Training plan which includes but is not limited to the Just Healthy's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Just Healthy 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 Just Healthy 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.