



# Massachusetts Cannabis Control Commission

## Marijuana Delivery Operator

### General Information:

**License Number:** MD1324  
**Original Issued Date:** 09/11/2025  
**Issued Date:** 09/11/2025  
**Expiration Date:** 09/11/2026

## MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification Number: PMD5866

## ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

**Business Legal Name:** Bada Vroom, LLC

**Phone Number:** 978-995-9625  
**Email Address:** mmarinaro@badabloominc.com

**Business Address 1:** 44 Old Tyng Rd.,  
**Business City:** Natick  
**Mailing Address 1:** 8 Marion St  
**Mailing City:** Natick

**Business Address 2:** Unit 9  
**Business State:** MA  
**Mailing Address 2:** Unit 1  
**Mailing State:** MA

**Business Zip Code:** 01760  
**Mailing Zip Code:** 01760

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

## SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE304844

## ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

## PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

**Percentage Of Ownership:** 51  
**Role:** Owner / Partner  
**First Name:** Michael  
**Gender:** Male

**Percentage Of Control:** 51  
**Other Role:**  
**Middle Name:** J  
**Last Name:** Marinaro  
**Suffix:**  
**User Defined Gender:**

**What is this person's race or ethnicity?:** White (German, Irish, English, Italian, Polish, French), Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)





Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner

Other Role:

Entity Legal Name: Bada Bloom Inc.

Entity DBA:

Federal Tax

Identification Number

EIN/TIN: 92-0881532

Entity Description: Social Equity Owned Business Entity

Phone: 978-995-9625

Email: mmarinaro@badabloominc.com

Primary Business Address 1: 8 Marion St

Primary Business Address 2: Unit 1

Primary Business City: Natick

Primary Business State: MA

Principal Business Zip Code:

01760

**Additional Information:** Bada Bloom! Inc. is a social equity cannabis business entity in Massachusetts with cannabis provisional licensing from the CCC for cultivation and product manufacturing. Bada Bloom is collaborating with Michael Marinaro's social equity cannabis delivery operator, Bada Vroom, and has pledged to provide at least 10% of needed capital for the delivery operations and will receive more than 10% of the profits and/or dividends once Bada Vroom becomes operational and profitable. Bada Bloom! Inc. owns 49% of the Bada Vroom entity while social equity applicant Michael Marinaro maintains control of Bada Vroom final decision making with 51% ownership of Bada Vroom and 51% ownership of Bada Bloom.

### MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Vroom dor tax good standing.pdf	pdf	67f969533b8f2e45c6ed9e13	04/11/2025
Secretary of Commonwealth - Certificate of Good Standing	Bada vroom Cert good standing.pdf	pdf	67f96a293b8f2e45c6eda258	04/11/2025
DUA attestation if no employees	dua 2025.pdf	pdf	67f97590d80aaa0db44c6bf9	04/11/2025

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	CorpSearchViewPDF.aspx.pdf	pdf	67f96f763b8f2e45c6edb967	04/11/2025
Bylaws	Complete with Docusign_ Bada Vroom LLC Final Operating Agreement-1.pdf	pdf	68069e322c28cf286a0420	04/21/2025

Massachusetts Business Identification Number: 001575063

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Operating Agreement or	Complete with Docusign_ Bada Vroom LLC	pdf	67f976ae3b8f2e45c6edd311	04/11/2025

Articles of Incorporation	Final Operating Agreement-1.pdf			
Plan for Liability Insurance	Bada Vroom Plan for Liability Insurance Compress.pdf	pdf	6806a0d86db75c557461bf91	04/21/2025
Business Plan	Bada Vroom Delivery Business Plan.pdf	pdf	6806a6e76db75c557461cde0	04/21/2025
Proposed Timeline	Bada Vroom Timeline edited.pdf	pdf	683cf1466cf3645b620731ee	06/01/2025
Capitalization Table	Bada Vroom Cap Table - First Funding Round.pdf	pdf	683f1ae66cf3645b62091401	06/03/2025

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Security Plan Bada Vroom.pdf	pdf	6806f4306db75c5574620092	04/21/2025
Prevention of diversion	Prevention of Diversion Vroom.pdf	pdf	6806f6be2c28cfef286a3d6e	04/21/2025
Storage	Storage of Marijuana Vroom.pdf	pdf	6806f75b2c28cfef286a3d9e	04/21/2025
Transportation	Transportation of Cannabis - Vroom.pdf	pdf	6806fa396db75c5574620172	04/21/2025
Inventory	Inventory Procedures Vroom.pdf	pdf	6806fbd56db75c55746201bd	04/21/2025
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Delivery Procedures Vroom.pdf	pdf	6806ff742c28cfef286a3e94	04/21/2025
Procedures for quality control and testing of product for potential contaminants	Quality Control and Testing Vroom.pdf	pdf	680701866db75c5574620271	04/21/2025
Personnel policies	Personnel Policies Vroom.pdf	pdf	680703206db75c55746202b2	04/21/2025
Dispensing procedures	Dispensing Procedures Vroom.pdf	pdf	680704f42c28cfef286a3f48	04/21/2025
Record-keeping procedures	Record Keeping Procedures Vroom.pdf	pdf	680706e76db75c5574620336	04/21/2025
Maintenance of financial records	Record Keeping Procedures Vroom.pdf	pdf	6807071f6db75c557462036e	04/21/2025
A detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees	Qualifications and Training Vroom.pdf	pdf	6807089b6db75c55746203b3	04/21/2025
Energy compliance plan	Energy Compliance Plan Vroom.pdf	pdf	68070a092c28cfef286a3fed	04/21/2025
A plan to obtain marijuana and marijuana products	Plan to Obtain Marijuana Vroom.pdf	pdf	68070b002c28cfef286a401c	04/21/2025
A detailed plan for White Labeling	Plan for White Labeling Vroom.pdf	pdf	68070cbe6db75c5574620440	04/21/2025
Diversity plan	Bada Vroom Edited Diversity Plan.pdf	pdf	683d02422309ac25e35e4402	06/01/2025

**COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024**

No records found

**COMPLIANCE WITH DIVERSITY PLAN**

No records found

**HOURS OF OPERATION**

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

**ATTESTATIONS**

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

I understand that the regulations stated above require an applicant for licensure to list all Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee including capital that is in the form of land or buildings.: I Agree

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

**Notification:**

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

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

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

**AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER**

No records found

**THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION**

Supporting Document:

Document Category	Document Name	Type	ID	Upload Date
	Complete with Docusign_ Affidavit of Third Party Tech Rules Vroom.pdf	pdf	6806c8936db75c557461ed58	04/21/2025

### **Plan to Remain Compliant with Local Zoning**

The purpose of this plan is to outline how Bada Vroom LLC (“Bada Vroom”) is and will remain in compliance with local codes, ordinances and bylaws for the physical address of the marijuana establishment at 44 Old Tyng Rd. Tyngsborough, MA which shall include, but not be limited to, the identification of any local licensing requirements for their delivery operator license.

44 Old Tyng Rd. is located in the Industrial-I (InI) Zoning District; within the Industrial Marijuana Overlay (IMo) district, and properly zoned pursuant to the Town of Tyngsborough Zoning Bylaw. Bada Vroom will incorporate odor control technology, to the extent necessary, to ensure that emissions do not violate M.G.L c. 111, s. 31 C. All Bada Vroom signage will comply with the requirements of 935 CMR 500, and the local Zoning Bylaw.

In addition to Bada Vroom remaining compliant with existing Zoning Bylaw; Bada Vroom will continuously engage with Town of Tyngsborough officials to remain up to date with local zoning bylaws to remain fully compliant.

## Community Outreach Meeting Attestation Form

### Instructions

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

### Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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

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

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

Name of applicant:

Bada Vroom LLC

Name of applicant's authorized representative:

Michael Marinaro

Signature of applicant's authorized representative:

*Michael Marinaro*



# ATTACHMENT A

**From:** [Tara Hopper](mailto:Tara_Hopper)  
**To:** [Tara Hopper](mailto:Tara_Hopper)  
**Subject:** Fwd: Thank you for placing your order with us.  
**Date:** Monday, April 21, 2025 7:33:13 PM

---

----- Forwarded message -----

From: <[legals@mediaonene.com](mailto:legals@mediaonene.com)>  
Date: Fri, Mar 7, 2025 at 12:12 PM  
Subject: Thank you for placing your order with us.  
To: <[mmarinaro@badabloominc.com](mailto:mmarinaro@badabloominc.com)>  
CC: <[tara@badabloominc.com](mailto:tara@badabloominc.com)>

## THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

### Job Details

Order Number: NY0139796  
Classification: General Legal Notices & Bids  
Package: Legals MA  
Order Cost: \$205.12  
Payment Type: Mastercard

### Account Details

Michael Marinaro  
8 Marion Street Unit 1  
[Natick, MA 01760](mailto:mmarinaro@badabloominc.com)  
978-995-9625  
[mmarinaro@badabloominc.com](mailto:mmarinaro@badabloominc.com)  
Bada Vroom LLC  
Credit Card - Mastercard \*\*\*\*\*9195

### Schedule for ad number NY01397960

Thu Mar 13, 2025  
The Lowell Sun Legals All Zones  
Thu Mar 20, 2025  
The Lowell Sun Legals All Zones

**PUBLIC NOTICE  
COMMUNITY  
OUTREACH MEETING**  
Notice is hereby given  
that a Community  
Outreach Meeting for  
a proposed Marijuana  
Establishment is  
scheduled for March  
27th at 6PM at 44 Old  
Tyng Rd., Bldg 3 in  
Tyngsborough, MA.  
The proposed Delivery  
Operator Establishment is  
anticipated to be located  
at 44 Old Tyng Rd. in  
Tyngsborough. There will  
be an opportunity for the  
public to ask questions.  
3/13/25, 3/20/25  
#NY0139796

**PUBLIC NOTICE  
COMMUNITY  
OUTREACH MEETING**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 27th at 6PM at 44 Old Tyng Rd., Bldg 3 in Tyngsborough, MA.

The proposed Delivery Operator Establishment is anticipated to be located at 44 Old Tyng Rd. in Tyngsborough. There will be an opportunity for the public to ask questions.

3/13/25, 3/20/25

#NY0139796

**PUBLIC NOTICE  
COMMUNITY  
OUTREACH MEETING**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 27th at 6PM at 44 Old Tyng Rd., Bldg 3 in Tyngsborough, MA.

The proposed Delivery Operator Establishment is anticipated to be located at 44 Old Tyng Rd. in Tyngsborough. There will be an opportunity for the public to ask questions.

3/13/25, 3/20/25

#NY0139796

**From:** [tarahopperlc@gmail.com](mailto:tarahopperlc@gmail.com)  
**To:** "Tara Hopper"  
**Subject:** [\*\*EXT\*\*] Fwd: Thank you for placing your order with us.  
**Date:** Monday, April 21, 2025 7:05:41 PM

---

## DOCUMENT B:

----- Forwarded message -----

**From:** Colin Loiseau <[cloiseau@tyngsboroughma.gov](mailto:cloiseau@tyngsboroughma.gov)>  
**Date:** Fri, Mar 7, 2025 at 2:00 PM  
**Subject:** Re: [\*\*EXT\*\*] Fwd: Thank you for placing your order with us.  
**To:** Tara Hopper <[tara@badabloominc.com](mailto:tara@badabloominc.com)>  
**CC:** Mike Marinaro <[mmarinaro@badabloominc.com](mailto:mmarinaro@badabloominc.com)>

Great, thanks for the heads up Tara.

Have a wonderful weekend!  
Colin

--



**Colin F. Loiseau**  
Town Manager  
Town of Tyngsborough

---

978-649-2300  
x109 | [tyngsboroughma.gov](http://tyngsboroughma.gov)  
[cloiseau@tyngsboroughma.gov](mailto:cloiseau@tyngsboroughma.gov)  
25 Bryant's Lane,  
Tyngsborough MA 01879



In Massachusetts, the term "public record" is broadly defined to include all documentary materials or data created or received by any officer or employee of any governmental unit, regardless of physical form or characteristics, unless it falls under one of the statutory exemptions to the Public Records Law. G.L.c. 4, 7(26). Consequently, email is subject to the disclosure, retention, and maintenance provisions as required by law. G.L.c. 66

On Fri, Mar 7, 2025 at 12:25 PM Tara Hopper <[tara@badabloominc.com](mailto:tara@badabloominc.com)> wrote:

Hi Colin,

Good afternoon! We hope you are well. In accordance with 935 CMR 500.101(1)(a)(9), a copy of the meeting notice must be filed with the city or town clerk, the planning board, the contracting authority for the municipality and local cannabis licensing authority. I wanted to give you the heads up about the upcoming notice in the paper regarding Bada Vroom LLCs delivery license application going in the Lowell Sun on 3/13 and 3/20. Because these community outreach meetings have to be

completed with all legal notices and paperwork within 6 months of the application, we have now paid for our legal notices and the community outreach meeting is scheduled for March 27th at 6pm at our building. (See email attachment below) We are excited to get this delivery service going very soon and are excited to have the meeting at our building so you can see the progress!

Please let me know if you have any questions.

Best regards,  
Tara

Tara Hopper, Esq., LL.M.  
617-947-7897  
[Tara@badabloominc.com](mailto:Tara@badabloominc.com)  
[www.badabloomcannabis.com](http://www.badabloomcannabis.com)

----- Forwarded message -----

From: <[legals@mediaonene.com](mailto:legals@mediaonene.com)>  
Date: Fri, Mar 7, 2025 at 12:12 PM  
Subject: Thank you for placing your order with us.  
To: <[mmarinaro@badabloominc.com](mailto:mmarinaro@badabloominc.com)>  
CC: <[tara@badabloominc.com](mailto:tara@badabloominc.com)>

## THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

### Job Details

Order Number: **NY0139796**  
Classification:  
[General Legal Notices & Bids](#)  
Package:  
[Legals MA](#)  
Order Cost:  
\$205.12  
Payment Type:  
[Mastercard](#)

### Account Details

Michael Marinaro  
[8 Marion Street Unit 1](#)  
[Natick, MA 01760](#)  
978-995-9625  
[mmarinaro@badabloominc.com](mailto:mmarinaro@badabloominc.com)  
Bada Vroom LLC  
Credit Card - Mastercard \*\*\*\*\*9195

### Schedule for ad number NY01397960

**Thu Mar 13, 2025**  
**The Lowell Sun Legals**  
*All Zones*

**Thu Mar 20, 2025**  
**The Lowell Sun Legals**  
*All Zones*

**PUBLIC NOTICE  
COMMUNITY  
OUTREACH MEETING**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 27th at 6PM at 44 Old Tyng Rd., Bldg 3 in Tyngsborough, MA. The proposed Delivery Operator Establishment is anticipated to be located at 44 Old Tyng Rd. in Tyngsborough. There will be an opportunity for the public to ask questions.  
3/13/25, 3/20/25  
#NY0139796

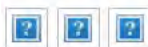


**Colin F. Loisel**

Town Manager  
Town of Tyngsborough

---

978-649-2300  
x109 | [tyngsboroughma.gov](http://tyngsboroughma.gov)  
[cloiselle@tyngsboroughma.gov](mailto:cloiselle@tyngsboroughma.gov)  
25 Bryant's Lane,  
Tyngsborough MA 01879



In Massachusetts, the term "public record" is broadly defined to include all documentary materials or data created or received by any officer or employee of any governmental unit, regardless of physical form or characteristics, unless it falls under one of the statutory exemptions to the Public Records Law. G.L.c. 4, 7(26). Consequently, email is subject to the disclosure, retention, and maintenance provisions as required by law. G.L.c. 66

Subject Property:

Parcel ID	Address	Owner	Owner Address	City	State	Zip
21 23 1F9&10	44 OLD TYNG RD	BADA BLOOM REAL ESTATE LLC	8 MARION STREET, UNIT 1	NATICK	MA	01760

Abutters:

Parcel ID	Address	Owner	Owner Address	City	State	Zip
21 23 2C1	5 TECHNOLOGY DR	HEAVEN REALTY LLC	100 TYNGSBORO ROAD	NORTH CHELMSFORD	MA	01863
21 23 1D	2 TECHNOLOGY DR		2 TECHNOLOGY DRIVE	TYNGSBOROUGH	MA	01879
21 22 0	142 MIDDLESEX RD		6 DRACUT STREET	METHUEN	MA	01844
21 23 1E	50 OLD TYNG RD		6 DRACUT STREET	METHUEN	MA	01844
21 23 1E3	50 OLD TYNG RD		6 DRACUT STREET	METHUEN	MA	01844
21 23 1B1	500 POTASH HILL RD		PO BOX 558	DUNSTABLE	MA	01827
21 20 0	134 MIDDLESEX RD		134 MIDDLESEX ROAD	TYNGSBOROUGH	MA	01879
21 25 0	38 OLD TYNG RD		38 OLD TYNG ROAD	TYNGSBOROUGH	MA	01879
21 23 1E4&5	50 OLD TYNG RD		11 SOPHIA DRIVE	DRACUT	MA	01826
21 23 1E2	50 OLD TYNG RD		50 OLD TYNG ROAD, UNIT 2	TYNGSBOROUGH	MA	01879
21 23 1F1	44 OLD TYNG RD		44 OLD TYNG ROAD, UNIT 1	TYNGSBOROUGH	MA	01879
21 23 1F2	44 OLD TYNG RD		44 OLD TYNG ROAD, UNIT 1	TYNGSBOROUGH	MA	01879
21 23 1F3	44 OLD TYNG RD		44 OLD TYNG ROAD, UNIT 3	TYNGSBOROUGH	MA	01879
21 23 1F4	44 OLD TYNG RD		26 WILDWOOD STREET	CHELMSFORD	MA	01824
21 23 1F8	44 OLD TYNG RD		145R WEST MAIN STREET	NORTON	MA	02766
21 23 1F5	44 OLD TYNG RD		145R WEST MAIN STREET	NORTON	MA	02766
21 23 1F6&7	44 OLD TYNG RD		44 OLD TYNG ROAD, UNIT 6	TYNGSBOROUGH	MA	01879
21 19 0	130 MIDDLESEX RD		690 HAVERHILL STREET	LAWRENCE	MA	01841
21 18 0	122 MIDDLESEX RD		37 OLD TYNG ROAD	TYNGSBOROUGH	MA	01879
21 18A 0	37 OLD TYNG RD		37 OLD TYNG ROAD	TYNGSBOROUGH	MA	01879
21 19A 0	47 OLD TYNG RD		47 OLD TYNG ROAD	TYNGSBOROUGH	MA	01879
21 23 1B3	499 POTASH HILL RD		18 PROGRESS AVENUE	TYNGSBOROUGH	MA	01879
21 23 1F	44 OLD TYNG RD		26 WILDWOOD STREET	CHELMSFORD	MA	01824
21 23 1B2	501 POTASH HILL RD		JUST 501 POTASH HILL ROAD	TYNGSBOROUGH	MA	01879
21 14 0	1-68 PUMPKIN CR		352 MIDDLESEX ROAD, UNIT 3	TYNGSBOROUGH	MA	01879
21 21 0	138 MIDDLESEX RD		138 MIDDLESEX ROAD	TYNGSBOROUGH	MA	01879
21 23 1A	50 WESTFORD RD		PO BOX 519	WINDSOR	NJ	08561
21 23 1E1	50 OLD TYNG RD		6 DRACUT STREET	METHUEN	MA	01844

## LEGAL NOTICE

Notice is hereby given that a community outreach meeting for a proposed marijuana establishment is scheduled for Thursday, March 27<sup>th</sup>, 2025 at 6pm. The community outreach meeting will be held at 44 Old Tyng Rd. Bldg 3 Tyngsborough, MA 01879.

The proposed delivery license is anticipated to be located at 44 Old Tyng Rd. Bldg 3 Tyngsborough, MA 01879. There will be an opportunity for the public to ask questions.

Please feel free to submit your questions to [tarajhopperllc@gmail.com](mailto:tarajhopperllc@gmail.com) in advance of this meeting.

Thank you.

Bada Vroom LLC/ Bada Bloom! Inc.

Tara J. Hopper LLC

Tara Hopper, Esq.

617-947-7897

9589 0710 5270 2304 5996 45

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$



Sent To: [Redacted]

Street and Apt. No., or PO Box No.  
145 R West Main St.

City, State, ZIP+4®  
Norton, MA 02766

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$



Sent To: [Redacted]

Street and Apt. No., or PO Box No.  
44 Old Tyng Rd. #6

City, State, ZIP+4®  
Tyngsborough, MA 01879

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$



Sent To: [Redacted]

Street and Apt. No., or PO Box No.  
138 Middlesex Road

City, State, ZIP+4®  
Tyngsborough, MA 01879

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2304 5996 38

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$



Sent To: [Redacted]

Street and Apt. No., or PO Box No.  
145 R West Main St.

City, State, ZIP+4®  
Norton, MA 02766

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$



Sent To: [Redacted]

Street and Apt. No., or PO Box No.  
69 W Haverhill St.

City, State, ZIP+4®  
Lawrence, MA 01841

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$



Sent To: [Redacted]

Street and Apt. No., or PO Box No.  
352 Middlesex Rd. #3

City, State, ZIP+4®  
Tyngsborough, MA 01879

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2916 87

9589 0710 5270 2006 2917 62

9589 0710 5270 2006 2917 17

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
Postage	
Total Postage and Fees	
Sent To	
Street and Apt. No., or PO Box No. 37 Old Tyng Rd.	
City, State, ZIP+4® Tyngsborough, MA 01879	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2917 00

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
Postage	
Total Postage and Fees	
Sent To	
Street and Apt. No., or PO Box No. 37 Old Tyng Rd.	
City, State, ZIP+4® Tyngsborough, MA 01879	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2914 03

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
Postage	
Total Postage and Fees	
Sent To	
Street and Apt. No., or PO Box No. 26 Wildwood Street	
City, State, ZIP+4® Chelmsford, MA 01824	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2917 48

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
Postage	
Total Postage and Fees	
Sent To	
Street and Apt. No., or PO Box No. 26 Wildwood St.	
City, State, ZIP+4® Chelmsford, MA 01824	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2913 80

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
Postage	
Total Postage and Fees	
Sent To	
Street and Apt. No., or PO Box No. 11 Sophia Drive	
City, State, ZIP+4® Dracut MA 01826	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2913 73

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
Postage	
Total Postage and Fees	
Sent To	
Street and Apt. No., or PO Box No. 38 Old Tyng Rd.	
City, State, ZIP+4® Tyngsborough, MA 01879	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2913 97

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
Postage	
Total Postage and Fees	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

50 Old Tyng Rd. #2  
Tyngsboro, MA 01879

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2913 66

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
Postage	
Total Postage and Fees	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

134 Middlesex Road  
Tyngsboro, MA 01879

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2913 59

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
Postage	
Total Postage and Fees	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

P.O. Box 558  
Dunstable, MA 01827

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2913 04

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
Postage	
Total Postage and Fees	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

100 Tyngsboro Road  
North Chelmsford, MA 01863

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2913 11

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
Postage	
Total Postage and Fees	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

2 Technology Drive  
Tyngsboro, MA 01879

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2913 42

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
Postage	
Total Postage and Fees	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

6 Dracut Street  
Methuen, MA 01844

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2913 35

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$



Postage	\$
Total Postage and Fees	\$

Sent To: [Redacted]

Street and Apt. No., or PO Box No.  
6 Dracut Street  
City, State, ZIP+4®  
Methuen, MA 01844

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2917 24

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$



Postage	\$
Total Postage and Fees	\$

Sent To: [Redacted]

Street and Apt. No., or PO Box No.  
47 Old Tyng Rd.  
City, State, ZIP+4®  
Tyngsborough, MA 01879

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2917 31

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$



Postage	\$
Total Postage and Fees	\$

Sent To: [Redacted]

Street and Apt. No., or PO Box No.  
18 Progress Avenue  
City, State, ZIP+4®  
Tyngsborough, MA 01879

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2917 55

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$



Postage	\$
Total Postage and Fees	\$

Sent To: [Redacted]

Street and Apt. No., or PO Box No.  
501 Potash Hill Rd.  
City, State, ZIP+4®  
Tyngsborough, MA 01879

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2006 2913 28

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$



Postage	\$
Total Postage and Fees	\$

Sent To: [Redacted]

Street and Apt. No., or PO Box No.  
6 Dracut Street  
City, State, ZIP+4®  
Methuen, MA 01844

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2183 1878 58

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$



Postage	\$
Total Postage and Fees	\$

Sent To: [Redacted]

Street and Apt. No., or PO Box No.  
P.O. Box 519  
City, State, ZIP+4®  
Windsor, NJ 08561

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2183 1878 34

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)™.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	[Redacted]



Street and Apt. No., or PO Box No.  
44 Old Tying Rd Unit #3

City, State, ZIP+4®  
Tyringborough, MA 01879

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2183 1878 34

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)™.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	[Redacted]



Street and Apt. No., or PO Box No.  
44 Old Tying Rd Unit #1

City, State, ZIP+4®  
Tyringborough, MA 01879

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2183 1878 27

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)™.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	[Redacted]



Street and Apt. No., or PO Box No.  
44 Old Tying Rd Unit #1

City, State, ZIP+4®  
Tyringborough, MA 01879

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2183 1878 10

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)™.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	[Redacted]



Street and Apt. No., or PO Box No.  
6 Dracut St.

City, State, ZIP+4®  
Medhuen, MA 01844

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

# Patriots Helping Vets, Inc

18 Hunters Trail, Sandwich, MA 02563

April 11, 2025

Bada Vroom LLC  
44 Old Tyng Rd  
Tyngsborough, MA 01879  
Attn: Michael Marinaro

Dear Mr. Marinaro

Patriots Helping Vets cannot thank you enough! For choosing us as your Massachusetts nonprofit charity for your state license application. Your donations will enable Patriots Helping Vets to carry out our mission.

Our Mission Statement is to help US Veterans heal through horticultural therapy. We believe in getting Veterans out of their heads and into the garden. We help veterans with services to help them regain their independence and heal from the trauma of PTSD.

Patriots Helping Vets serves ALL Veterans in the underserved areas in MA to include:

Abington, Amherst, Boston, Braintree, Brockton, Chelsea Fall River, Fitchburg, Greenfield, Haverhill, Holyoke, Lawrence, Lowell, Lynn, Mansfield, Monson, New Bedford, North Adams, Pittsfield, Quincy, Randolph, Revere, Southbridge, Spencer, Springfield, Taunton, Walpole, Wareham, West Springfield and Worcester

As a nonprofit we rely on the donations of good companies such as yours to complete our mission. From every board member at Patriots Helping Vets, Inc, we want to thank you for choosing us for your state license application.

Semper Fi,

  
Shar Nunley  
Clerk  
Patriots Helping Vets, Inc



## **POSITIVE IMPACT PLAN - BADA VROOM DELIVERY**

*Governed by: M.G.L. ch. 94G, §4 and 935 CMR 500.101(2)*

Bada Vroom LLC ("Bada Vroom" or the "Company") is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition. Bada Vroom's Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for cannabis and other drug crimes as a result of state and federal drug policy.

The Cannabis Control Commission has identified the following Groups as those that should be targeted and supported:

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

To support such populations, Bada Vroom has created a Positive Impact Plan, summarized below, and has identified numerous goals and priorities.

### **GOALS**

**#1** - Provide Massachusetts residents, from the cities of Lowell (Please see ADI Census Tracts we intend to serve at bottom of this document) and Lawrence, which are ADI in Tyngsborough's surrounding area, with increased access to education and/or job training in the cannabis industry. Bada Vroom will provide \$1,000 in financial support per year to *PATRIOTS HELPING VETS, INC.* in order to provide educational support to a veteran in need in Lowell and/or Lawrence, Massachusetts.

**#2** - Provide at least five Massachusetts residents in Tyngsborough's surrounding cities and towns of Lowell (Please see ADI Census Tracts we intend to serve at bottom of this document), Haverhill, Lynn, Lawrence, Chelsea, and Boston (Please see ADI Census Tracts we intend to serve at bottom of this document) which are designated ADIs, per year who have past drug convictions or who have parents or spouses who have had drug convictions with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry and the workforce in general.

### **PROGRAMS**

Our commitment to positively impact disproportionately harmed populations is an essential part of the company's ethos. Specifically, to implement the defined Goals, the program will:

**Program Goal #1** – Bada Vroom will give an annual donation of \$1,000 to *PATRIOTS HELPING VETS, INC.* PHV endeavors to develop skills for its members through mentoring, educational and informational events with cannabis industry networking opportunities, and to provide financial support to allow them to continue to provide cultivation education and peer support groups to be prioritized for Veterans in Lowell and Lawrence, Massachusetts. Funds donated will support PHV programs that provide: (1) education to veterans on cannabis cultivation; and (2) peer support groups for veterans. PHV

## **POSITIVE IMPACT PLAN - BADA VROOM DELIVERY**

*Governed by: MG.L. ch. 94G, §4 and 935 CMR 500.101(2)*

has a membership consisting heavily of Massachusetts residents disproportionately impacted by the War on Drugs (ADIs) and individuals who have had a past drug conviction and have lived in the Commonwealth of Massachusetts within the last 12 months. A donation to *PATRIOTS HELPING VETS, INC.* will help veterans from ADIs increase their chances of receiving a position in the cannabis industry through mentorship, education, and informational events in addition to networking opportunities with cannabis companies.

**Program Goal #2** – Bada Vroom will host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. The workshop will assist individuals through the sealing process for the courts or probation department. The workshop will be advertised in print and online sources to include ADIs on social media and/or local newspapers. Specific sources utilized will include *The Lowell Sun* and *The Eagle-Tribune*. The workshops will be held at Bada Vroom's Tyngsborough location or a venue in the surrounding area, and will have the capacity of at least 5 participants. The topics for the workshops will include practical training and information that will assist Massachusetts residents to identify and seal eligible drug convictions.

### **MEASURABILITY**

Bada Vroom will develop specific initiatives, create partnerships and achieve measurable outcomes to ensure that Bada Vroom meets the Plan's goals. We will audit the progress of the plan annually upon provisional license renewal and will disclose tracked measurement metrics. Metrics tracked will include the following:

**Goal #1** - At the end of each year, Bada Vroom will create a report on the amounts and percentages of donations and other financial support that the company has given to PHV as outlined above. Bada Vroom will continue to assess the viability and impact of financial donations made and annually review donation amounts.

PHV will provide an annual report to Bada Vroom ensuring the prioritization of use of the funds for ADIs by indicating the number of veterans participating in the programs that are from an ADI and/or how the particular program assisted veterans with employment training and networking opportunities.

**Goal #2** - Bada Vroom will document the record sealing workshop date, the topics discussed, the number of attendees, to which targeted group the attendees belong and referral sources. Participating individuals or businesses will be asked to complete an assessment of the program which will provide insight into the demographics of the attendees, the helpfulness and clarity of the topics presented, as well as suggestions for future programs.

## **POSITIVE IMPACT PLAN - BADA VROOM DELIVERY**

*Governed by: MG.L. ch. 94G, §4 and 935 CMR 500.101(2)*

### **DISCLOSURES**

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

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

Bada Vroom understands that the progress or success of this plan must be demonstrated upon each annual license renewal period in conformity with *935 CMR 500.103(4)(b)*.

### **ADI CENSUS TRACTS IN BOSTON AND LOWELL WE INTEND TO SERVE:**

**Table 1. Designated Boston Census Tracts** Full Census Tract Name 6 Digit Tract  
Census Tract 8.03, Suffolk County, Massachusetts 803 Census Tract 101.03, Suffolk  
County, Massachusetts 10103 Census Tract 101.04, Suffolk County, Massachusetts  
10104 Census Tract 103, Suffolk County, Massachusetts 10300 Census Tract 104.04,  
Suffolk County, Massachusetts 10404 Census Tract 104.05, Suffolk County,  
Massachusetts 10405 Census Tract 607, Suffolk County, Massachusetts 60700 Census  
Tract 610, Suffolk County, Massachusetts 61000 Census Tract 611.01, Suffolk County,  
Massachusetts 61101 Census Tract 702, Suffolk County, Massachusetts 70200 Census  
Tract 712.01, Suffolk County, Massachusetts 71201 Census Tract 803, Suffolk County,  
Massachusetts 80300 Census Tract 611.01, Suffolk County, Massachusetts 61101  
Census Tract 804.01, Suffolk County, Massachusetts 80401 Census Tract 805, Suffolk  
County, Massachusetts 80500 Census Tract 806.01, Suffolk County, Massachusetts  
80601 Census Tract 808.01, Suffolk County, Massachusetts 80801 Census Tract 815,  
Suffolk County, Massachusetts 81500 Census Tract 817, Suffolk County, Massachusetts  
81700 Census Tract 818, Suffolk County, Massachusetts 81800 Census Tract 819,  
Suffolk County, Massachusetts 81900 Census Tract 820, Suffolk County, Massachusetts  
82000 Census Tract 821, Suffolk County, Massachusetts 82100 Census Tract 901,  
Suffolk County, Massachusetts 90100 Census Tract 902, Suffolk County, Massachusetts  
90200 Census Tract 903, Suffolk County, Massachusetts 90300 Census Tract 904,  
Suffolk County, Massachusetts 90400 Census Tract 906, Suffolk County, Massachusetts  
90600 Census Tract 912, Suffolk County, Massachusetts 91200 Census Tract 914,  
Suffolk County, Massachusetts 91400 Census Tract 917, Suffolk County, Massachusetts  
91700 Census Tract 918, Suffolk County, Massachusetts 91800 Census Tract 919,  
Suffolk County, Massachusetts 91900 Census Tract 920, Suffolk County, Massachusetts  
92000 Census Tract 923, Suffolk County, Massachusetts 92300 Census Tract 924,  
Suffolk County, Massachusetts 92400 4 Census Tract 1001, Suffolk County,  
Massachusetts 100100 Census Tract 1002, Suffolk County, Massachusetts 100200

## **POSITIVE IMPACT PLAN - BADA VROOM DELIVERY**

*Governed by: MG.L. ch. 94G, §4 and 935 CMR 500.101(2)*

**Table 4. Designated Lowell Census Tracts** Full Census Tract Name 6 Digit Tract  
Census Tract 3101, Middlesex County, Massachusetts 310100 Census Tract 3104,  
Middlesex County, Massachusetts 310400 Census Tract 3111, Middlesex County,  
Massachusetts 311100 Census Tract 3112, Middlesex County, Massachusetts 311200  
Census Tract 3117, Middlesex County, Massachusetts 311700 Census Tract 3118,  
Middlesex County, Massachusetts 311800 Census Tract 3119, Middlesex County,  
Massachusetts 311900 Census Tract 3120, Middlesex County, Massachusetts 312000  
Census Tract 3124, Middlesex County, Massachusetts 312400.



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001575063

1. The exact name of the limited liability company is: BADA VROOM, LLC

**2a. Location of its principal office:**

No. and Street: 8 MARION ST  
UNIT 1  
 City or Town: NATICK State: MA Zip: 01760 Country: USA

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

No. and Street: 8 MARION ST  
UNIT 1  
 City or Town: NATICK State: MA Zip: 01760 Country: USA

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

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: MICHAEL J MARINARO  
 No. and Street: 8 MARION STREET  
UNIT 1  
 City or Town: NATICK State: MA Zip: 01760 Country: USA

I, MICHAEL J MARINARO resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MICHAEL J MARINARO	8 MARION STREET, UNIT 1 NATICK, MA 01760 USA

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MICHAEL J MARINARO	8 MARION STREET, UNIT 1 NATICK, MA 01760 USA

**9. Additional matters:**

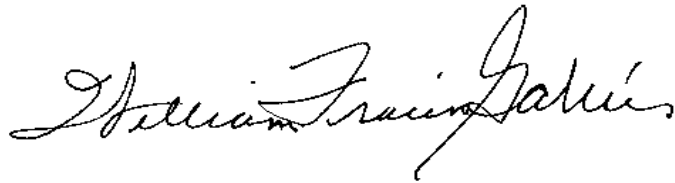
**SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of April, 2022,**  
**MICHAEL J MARINARO**

*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

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

April 08, 2022 10:18 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
**OF**  
**Bada Vroom, LLC**  
(a Massachusetts limited liability company)

This Limited Liability Company Operating Agreement (hereinafter, the “**Agreement**”) of Bada Vroom, LLC (hereinafter, the “**Company**”), a limited liability company, organized pursuant to the Massachusetts Limited Liability Company Act, Massachusetts General Laws, c. 156C (hereinafter the “**Act**”), is entered into as of April 24, 2022 (the “**Effective Date**”), by the undersigned members of the Company on **Schedule A** attached hereto (the “**Members**”).

**1. FORMATION:**

1.1 **Organization.** The Members hereby organize the Company as a Massachusetts limited liability company pursuant to the provisions of the Act and the Certificate of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Massachusetts Secretary of the Commonwealth of (hereinafter, the “**Certificate of Organization**”), which Certificate of Organization was initially filed with the Massachusetts Secretary of the Commonwealth effective April 8, 2022.

1.2 **Principal Place of Business.** The office of the Company for purposes of Section 5 of the Massachusetts Act shall be at 8 Marion Street, Unit 1 Natick, MA 01760 or at such other place or places as the Manager (as defined below) may, in its discretion, designate. The Company may also maintain additional offices at such place or places as the Manager may, in its discretion, designate.

1.3 **Resident Agent.** The resident agent for service of process on the Company pursuant to the Act shall be the Manager or such other person as the Manager may, in its discretion, designate.

1.4 **General Purpose.** The Company’s purpose is to transact any and all lawful business for which limited liability companies may be organized under the Act.

1.5 **Fiscal Year.** The fiscal year of the Company shall be the tax year of the Company and shall initially be the calendar year, or such other fiscal year as may be designated by the Manager and permitted by the Internal Revenue Code of 1986, as amended (the “**Code**”).

**2. RIGHTS AND DUTIES OF THE MEMBERS AND MANAGER:**

2.1 **Members.** Each Member shall be a “Member” within the meaning of the Act. The name, mailing address and email address of each Member shall be listed in **Schedule A**. Each Member shall promptly notify the Company of any change in the information required to be set forth for such Member on **Schedule A**.

2.2 **Management.** The Company's business, policies, property and affairs shall be managed exclusively by a single manager (the "**Manager**"), who shall be appointed by the affirmative vote or written consent of Members holding a majority of the Units then outstanding, voting together as a single class ("**Member Approval**"), pursuant to the terms and subject to the conditions of Section 2.4(a), below.

2.3 **Authority of Manager.** Except as otherwise provided in this Agreement or in nonwaivable provisions of applicable law: (i) the Company's powers shall be exercised exclusively by or under the exclusive authority of, and the business and affairs of the Company shall be managed under the exclusive direction and control of, the Manager, and (ii) the Manager may make all decisions and take all actions at the expense of, for, or on behalf of, and in the name of the Company not otherwise provided for in this Agreement, and do all things necessary or convenient to carry out the Company's business and affairs in furtherance of the Company's stated purpose, as set forth in Section 1.4, including, without limitation:

- (a) the institution, prosecution and defense of any proceeding in the Company's name;
- (b) the purchase, receipt, lease or other acquisition, ownership, holding, improvement, use of, and other dealing with, property, wherever located;
- (c) the sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of property;
- (d) the execution of agreements, contracts and guaranties, incurring of liabilities, borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its property or income;
- (e) the establishment, maintenance and termination of accounts at banks and other financial institutions, the investment and reinvestment of the Company's funds, the lending of money, and the receipt and holding of property as security for repayment;
- (f) the conduct of the Company's business, the establishment of Company offices, and the exercise of the Company's powers within or without The Commonwealth of Massachusetts;
- (g) the appointment of Company employees and agents, defining his/her duties and establishing his/her compensation;
- (h) the establishment of retirement plans, pension trusts, profit sharing plans and benefit and incentive plans for any and/or all of the Company's current or former employees and agents; and
- (i) the selection of the Company's CPAs/accountants, attorneys, and other professional service providers.

## 2.4 **Manager.**

- (a) For so long as Michael Marinaro holds more than 50% of Units, each Member agrees to vote, or cause to be voted, all Units and all other voting securities of the Company presently owned or hereafter acquired by such Member, or over which such Member has voting control, at any meeting of the Members called for the purpose of electing the Manager, or to execute a written consent in lieu of a meeting of the Members, for purposes of electing the Manager and to elect and continue in office as Manager one individual designated in writing by Michael Marinaro, who shall initially be Michael Marinaro.
- (b) Michael Marinaro hereby designates and the Members hereby elect and appoint Michael Marinaro to be the sole initial Manager (the “**Initial Manager**”), and the Initial Manager, by serving as Manager, hereby accepts such designation and agrees to be bound by the terms and conditions of this Agreement that relate to the Manager. Each current and future Manager (and only each Manager in his or her capacity as such) is hereby designated as a “Manager” of the Company within the meaning of the Act.
- (c) Any Manager may be removed from his or her position as such by Member Approval (with such Manager being permitted to participate in such vote in his or her capacity as a Member), provided that no Manager designated by Michael Marinaro pursuant to Section 2.4(a) may be removed without the consent of the Michael Marinaro, so long as Michael Marinaro holds such designation right. Each Member agrees not to vote any Units, or any voting securities over which such Member has voting control, to remove any Manager other than in accordance with this Section 2.4(c). The Manager shall have the right, upon prior written notice to the Members, to resign from his or her position as a Manager. If there is no Manager currently in office, a successor Manager shall be elected by Member Approval, subject to the terms and conditions of Section 2.4(a). A Manager need not be a Member.
- (d) The Manager may receive compensation for their services in the form and amount as shall be determined by the Members, acting by Member Approval, from time to time.

2.5 **Limitations on Authority of Manager.** Notwithstanding any other provision of this Agreement to the contrary the Manager shall not have the right or power to do any of the following without the majority approval of the Members:

- (a) cause the Company to do business in any jurisdiction or political subdivision in which the Company has not previously taken such steps as may be necessary, in accordance with the reasonable advice of legal counsel acceptable to the Members, to assure for the Members the same limited

liability and tax treatment as is provided for the Members under the Act (as applicable);

- (b) any act in contravention of this Agreement; or
- (c) commingle the Company's funds with any other funds.

**2.6 Standard of Care.** The duty of care imposed upon the Manager in the discharge of their duties to the Company and the Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct or a knowing violation of law. In discharging their duties, the Manager shall be fully protected in relying in good faith upon the records required to be maintained under this Agreement and upon such information, opinions, reports or statements by the Company's Members or agents, or by any other person, as to matters the Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on the Company's behalf, including, but not limited to: information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

**2.7 Other Agents.** From time to time, the Manager may hire employees and appoint agents of the Company (who may be designated as officers of the Company ("**Officers**")), with such powers and duties as shall be specified by the Manager. Such employees and agents (including those designated as Officers) may be removed by the Manager. Each such employee and agent shall have the right, upon prior written notice to the Manager, to resign as an employee or agent of the Company.

**2.8 Liability of Members, Manager and Officer(s).** The Members, Manager and any Officer of the Company shall not be liable for the Company's liabilities. The Company's failure to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Manager or any Officer or Member for the Company's liabilities.

### **3. MEMBERSHIP – VOTING AND MEETINGS & CAPITAL STRUCTURE:**

**3.1 Limited Liability Company Interests Generally.** Except as otherwise specifically provided herein, no Member shall (i) be entitled to receive any interest or other return on such Member's Capital Contributions (as defined below), (ii) be entitled to withdraw all or any portion of any Capital Contribution or to receive any distribution from the Company, (iii) have the status of a creditor with respect to distributions from the Company, (iv) have the right to demand or receive property other than cash in return for its Capital Contributions, or (v) have any priority over any other Member with respect to the return of Capital Contributions, allocations of profits and losses or distributions. No property of the Company shall be deemed to be owned by any Member individually, but shall be owned by and title thereto shall be vested solely in the Company. The Units shall constitute personal property. The rights and interest of each Member in and to the future profits and income of the Company are limited to those set forth in this Agreement.

#### **3.2 Voting and Management Rights.**

- (a) No Member, in his, her, or its capacity as such, shall have (i) the right to vote or to participate in the management, operation or control of the business affairs of the Company or to vote to have the Company dissolved and its affairs wound up, except as expressly provided for herein, or (ii) any right, power or authority to transact any business in the name of the Company, to act for or on behalf of the Company or in its name, or to bind the Company.
- (b) Except as otherwise expressly provided herein, no action of the Company or the Manager shall require approval by the Members. To the fullest extent permitted by the Act, to the extent that the Act would require a consent or approval by the Members, the consent or approval of the Manager pursuant to the terms of this Agreement shall be sufficient and no consent or approval by the Members shall be required.
- (c) Whenever action is required or permitted by this Agreement to be taken by the Members, including any consent or approval thereof, unless otherwise specified herein, such action shall be deemed valid if and only if taken by Member Approval.

### 3.3 **Capital Structure.**

- (a) The Members' share of the profits and losses of the Company and their right to receive distributions of the Company's assets, as well as certain other rights of the Members in the Company (which rights, collectively shall be the equivalent of each such Member's "Member's interest" in respect of the Company under the Act), shall be represented by "Units" (each, a "Unit" and, collectively, the "Units"). The Units may be divided into two or more categories of Units pursuant to Manager and Member Approval, which categories of Units each shall have the respective powers, privileges, preferences and rights, and the qualifications, limitations or restrictions thereon, as set forth in this Agreement, as the same may be amended from time to time.
- (b) The total number of Units that the Company shall have the authority to issue is 0 Units.
- (c) Subject to the terms and conditions of this Agreement, the Manager may authorize the Company to create and, for such consideration as the Manager may deem appropriate, issue such Units or additional classes or series of Units, having such designations, preferences and relative, participating or other special rights, powers and duties, as the Manager shall determine, including, without limitation: (i) the right of any such class or series of Units to share in distributions from the Company; (ii) the allocation to any such class or series of Units of items of Company income, gains, losses and deductions; (iii) the rights of any such class or series of Units upon dissolution or liquidation of the Company; and (iv) the right of any such

class or series of Units to vote on matters relating to the Company and this Agreement. The Members understand and agree that rights afforded to any additional classes or series of Units (including, without limitation, rights to distributions from the Company) may result in a reduction and/or dilution in the rights of then-outstanding Units.

#### 4. **CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS; ALLOCATIONS; DISTRIBUTIONS**

4.1 **Capital Contributions.** The aggregate amount of cash or other property contributed to the capital of the Company by each Member (in each case, a “**Capital Contribution**”) through the date hereof is reflected on Schedule A. Subject to approval of the Manager, the Company may also accept additional Capital Contributions in connection with the issuance of additional interests in the Company to existing Members and the admission of other persons as additional Members pursuant to the terms and subject to the conditions of this Agreement.

4.2 **Capital Accounts.** For each Member, the Company shall establish and maintain separate Capital Account as more fully described in **Schedule B**.

4.3 **Allocations.** The Adjusted Taxable Profit and Adjusted Taxable Loss of the Company (each as defined in Schedule B), and each item thereof, shall be allocated to the Members in accordance with **Schedule B**.

#### 4.4 **Distributions.**

- (a) Except as otherwise expressly provided herein, the Company shall not be required to make distributions or payments of cash or of other Company assets to the Members.
- (b) Except as otherwise expressly provided herein, distributions to Members, if any, shall be at times and in such aggregate amounts as may be determined by the Manager to the Members on a *pro rata* basis in proportion to the number of Units held by each Member.

4.5 **Withholding; Tax Documentation.** Notwithstanding anything to the contrary in this Agreement, the Company may withhold from any distribution or other payment, as applicable, to any Member the amount (the “**Member Tax Amount**”) of (i) any taxes required to be, or that should have been, withheld with respect to such distribution or other payment or any other distribution, payment, or allocation to such Member, (ii) any tax liability of the Company otherwise attributable to such Member, whether or not already paid by the Company, and (iii) any interest, additions to tax and penalties in respect of taxes described in the foregoing clauses (i) and (ii). All Member Tax Amounts will be determined by the Manager. For avoidance of doubt, Member Tax Amounts will include any “imputed underpayment” within the meaning of Section 6225(c) of the Code (or any successor provision or similar provision of state or local tax law) that the Manager determines to be appropriate to treat as a tax liability attributable to Members. All Member Tax Amounts withheld from any distribution or other payment to a Member shall be

treated as amounts distributed or paid by the Company to such Member. If no distribution or other payment is then being made to such Member in an amount sufficient to cover the Member Tax Amounts attributable to such Member, then the shortfall that the Company is obligated to pay shall be deemed to be an interest-free advance from the Company to such Member, payable by such Member by withholding from subsequent distributions or other payments by the Company to such Member or within ten (10) days after receiving a written request for payment from the Company; provided that in any event such amount shall be repaid to the Company no later than the date of the final distribution in liquidation of the Company. The amount of any taxes (including interest, additions to tax and penalties in respect of such taxes) that are paid by, or withheld from distributions by, entities that are partnerships or other flow-through entities for tax purposes through or in which the Company, directly or indirectly, holds an investment shall be treated as Member Tax Amounts that are subject to this Section 4.5 **Error! Reference source not found.** on the date such taxes are paid or withheld, to the extent determined by the Manager. Each Member agrees to timely complete and deliver to the Manager any form or document, and to timely provide such other information, reasonably requested by the Company for tax purposes. Any reference to “Member” in this Section 4.5 refers to a “current or former Member.”

4.6 **Tax Distribution.** Notwithstanding Section 4.4, the Company shall during each fiscal year or not later than 90 days following the end of such fiscal year make a distribution to each Member (a “**Tax Distribution**”) from cash proceeds, if any, in an amount equal to the excess of such Member’s Presumed Tax Liability (as defined below) for such fiscal year over the amount of actual distributions made by the Company to such Member during such fiscal year (other than amounts considered Tax Distributions attributable to a prior year). Any amount distributed pursuant to this Section 4.6 will be deemed to be an advance distribution of amounts otherwise distributable to a Member pursuant to Section 4.4 (including by reason of Section 7.3(b)) and will reduce the amounts that would subsequently otherwise be distributable to such Member pursuant to Section 4.4 (including by reason of Section 7.3(b)) in the order such amounts would otherwise have been distributable. “**Presumed Tax Liability**” for any Member for a fiscal year shall mean an amount equal to the product of (i) the net amount of taxable income or gain of the Company (included in computing taxable income any items required to be separately stated under Section 703 of the Code) allocated to such Member for that fiscal year, and (ii) the effective U.S. federal income tax rate(s) applicable to such income or gain during the fiscal year as reasonably determined by the Manager in relation to such Member for computing ordinary income tax liabilities (that is, without reference to minimum taxes, alternative minimum taxes, or income tax surcharges) of a natural person in the highest bracket of taxable income. Amounts distributed pursuant to this Section 4.6 shall be made from net cash proceeds prior to any other distributions thereof pursuant to Section 4.4.

## 5. **WITHDRAWAL; TRANSFERS OF MEMBERSHIP INTERESTS; COMPANY RIGHT OF REPURCHASE:**

5.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company: (a) by transferring or assigning all of its respective Units pursuant to Section 5.2 below, or (b) if all Members unanimously agree in written consent. Subject to the provisions of Section 7.3, a Member that withdraws pursuant to this Section 5.1 will be entitled to a distribution from the Company in an amount equal to such Member’s Capital Account.

5.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Units to any other person only with the prior written consent of the Manager, which consent may be given or withheld pursuant to the sole discretion of the Manager. A person acquiring Units in accordance with this Section 5.2 will be admitted as a Member of the Company only after the agreeing to be bound by the terms of this Agreement.<sup>1</sup>

5.3 **Drag-Along Right.**

- (a) **Definitions.** A “**Sale of the Company**” shall mean either: (a) a transaction or series of related transactions in which any corporation, association, joint venture, partnership, limited partnership, limited liability company, business trust, institution, foundation, trust or other entity or organization or a natural person (each, a “**Person**”), or a group of related Persons, acquires from the Members Units representing more than fifty percent (50%) of the total outstanding voting power of all outstanding Units of the Company (a “**Unit Sale**” and the Members proposing any Unit Sale, collectively, the “**Selling Members**”); (b) a merger or consolidation in which (i) the Company is a constituent party or (ii) a subsidiary of the Company is a constituent party and the Company issues Units pursuant to such merger or consolidation, except for any such merger or consolidation involving the Company or any subsidiary of the Company in which the Units outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for securities that represent, immediately following such merger or consolidation, at least a majority of the voting power of (1) the surviving or resulting company or (2) if the surviving or resulting company is a wholly owned subsidiary of another company immediately following such merger or consolidation, the parent company of such surviving or resulting company; or (c) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company.
- (b) **Actions to be Taken.** In the event that (i) the Members, acting by Member Approval (which Member Approval must include the affirmative vote or written consent of Vertical Seven), and (ii) the Manager each approve a Sale of the Company in writing, specifying that this Section 5.3 shall apply to

such transaction (such Sale of the Company, an “**Approved Sale**”), then each Member hereby agrees:

- (i) if such Approved Sale and/or any related transaction requires Member approval, with respect to all Units that such Member owns or over which such Member otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all such Units in favor of the approval of, and adopt, such Approved Sale and such related transaction(s) (together with any related amendment to this Agreement required in order to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Sale of the Company;
- (ii) if such Approved Sale is a Unit Sale, to sell the same proportion of Units beneficially held by such Member as is being sold by the Selling Members to the Person to whom the Selling Members propose to sell their Units in such Approved Sale, and, except as permitted in clause (vi) below, on the same terms and conditions as the Selling Members;
- (iii) to execute and deliver all related documentation and take such other action in support of such Approved Sale as shall reasonably be requested by the Company or the Selling Members in order to carry out the terms and provision of this Section 5.3(b), including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, and any similar or related documents (other than any non-competition agreement or covenant that would bind the Member or its affiliates after consummation of the Approved Sale);
- (iv) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Units owned by such party or Affiliate in a voting trust or subject any Units to any arrangement or agreement with respect to the voting of such Units, unless specifically requested to do so by the acquirer in connection with such Approved Sale;
- (v) to refrain from exercising any dissenters’ rights or rights of appraisal under applicable law at any time with respect to such Approved Sale; and
- (vi) if the consideration to be paid in exchange for the Units pursuant to such Approved Sale under this Section 5.3(b) includes any

securities and due receipt thereof by any Member would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (y) the provision to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Member in lieu thereof, against surrender of the Units which would have otherwise been sold by such Member, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Member would otherwise receive as of the date of the issuance of such securities in exchange for the Units.

- (c) In the event of an Approved Sale, the Company shall give written notice to each Member (the “**Approved Sale Notice**”). The Approved Sale Notice shall set forth (A) the name and address of the proposed acquirer in the Approved Sale (the “**Proposed Acquirer**”), (B) the terms and conditions of the Approved Sale, including the price and consideration to be paid by the Proposed Acquirer and the terms and conditions of payment, (C) any other material facts relating to the Approved Sale, and (D) the anticipated date and location of the closing of the Approved Sale. Unless prohibited by contract, the Company shall enclose with the Approved Sale Notice a copy of any term sheet, letter of intent, agreement or other written document with respect to the terms and conditions of the Approved Sale. Subject to the conditions and limitations set forth in this Agreement, each Member will take all actions deemed necessary or appropriate by the Manager and the Selling Members in connection with the Approved Sale.
- (d) **Exceptions.** Notwithstanding the foregoing, a Member will not be required to comply with Section 5.3(b) above in connection with any Approved Sale unless:
  - (i) any representations, warranties, covenants, indemnities and agreements made by such Member shall be made by such Member severally, and not jointly, and such representations and warranties shall be limited to those related to authority, ownership and the ability to convey title to each such Member’s Units, including but not limited to representations and warranties that (A) such Member holds all right, title and interest in and to the Units such Member purports to hold, free and clear of all liens and encumbrances, (B) the obligations of such Member in connection with the Approved Sale have been duly authorized, if applicable, (C) the documents to be entered into by such Member have been duly executed by such Member and delivered to the Proposed Acquirer and are enforceable against such Member in accordance

with their respective terms and (D) neither the execution and delivery of documents to be entered into by such Member in connection with the Approved Sale, nor the performance of such Member's obligations thereunder, will cause a breach or violation by such Member of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

- (ii) such Member shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Approved Sale, other than for the inaccuracy of any representation or warranty made by the Company in connection with the Approved Sale (and except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any of identical representations, warranties and covenants provided by all Members);
- (iii) the liability for indemnification, if any, of such Member in the Approved Sale and for the inaccuracy of any representations and warranties made by the Company in connection with such Approved Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any of identical representations, warranties and covenants provided by all Members), and is pro rata in proportion to the amount of consideration paid to such Member in connection with such Approved Sale;
- (iv) liability shall be limited to such Member's pro rata share (determined based on the respective proceeds payable to each Member in connection with such Approved Sale in accordance with the provisions of this Agreement) of a negotiated aggregate indemnification amount that applies equally to all Members but that in no event exceeds the amount of consideration actually paid and/or payable to such Member in connection with such Approved Sale, except with respect to claims related to fraud by such Member, the liability for which need not be limited as to such Member;
- (v) upon the consummation of the Approved Sale: (A) except as provided in Section 11.6(a)(ii)(F), each holder of each class or series of Units will receive the same form of consideration for their Units of such class or series as is received by other holders in respect of their Units of such same class or series of Units;

- (vi) except as provided in Section 5.3(b)(vi), the aggregate consideration receivable by all holders of Units shall be allocated among such holders of each respective series of Units in accordance with Section 4.4(b) above; and
  - (vii) as part of the Approved Sale, there is no requirement to enter into a non-competition agreement or covenant binding such Member or its affiliates following the consummation of the Approved Sale.
- (e) **Irrevocable Proxy and Power of Attorney.** As security for the performance of the obligations of each Member under this Section 5.3 in connection with an Approved Sale, after the requisite approval of such Approved Sale has been obtained pursuant to Section 5.3(b) above, each Member hereby grants to the Company, with full power of substitution and resubstitution, an irrevocable proxy to vote all Units then held by such Member at all meetings of the Members held or taken after the date of this Agreement with respect to an Approved Sale or to execute any written consent in lieu thereof, and hereby irrevocably appoints the Company, with full power of substitution and resubstitution, as such Member's attorney-in-fact with authority to sign any documents with respect to any such vote or any actions by written consent of the Members taken after the date of this Agreement with respect to such Approved Sale consistent with the provisions of this Section 5.3. This proxy shall be deemed to be coupled with an interest and shall be irrevocable. This proxy shall terminate upon the consummation of, or termination of, negotiations with respect to, the applicable Approved Sale.

#### 5.4 **Company Right of Repurchase.**

- (a) The Company shall have the right, but not the obligation, to purchase from a Member (such Member, the "**Repurchase Member**") all of such Member's Units (the "**Repurchased Interest**"), for an amount equal to the distribution such Repurchase Member would have received pursuant to Section 7.3 assuming a complete liquidation of the Company (the "**Repurchase Price**"), as determined in the sole discretion of the Manager if an Adverse Suitability Determination is made with respect to the Member.
- (b) The Company, at its choice, may satisfy its payment obligation to the Repurchase Member with respect to its purchase of the Repurchased Interests by any of the following methods, or any combination of such methods: (i) by check, (ii) by wire transfer of immediately available funds, (iii) in the event the Repurchase Member is indebted to the Company, by canceling all or any portion of such indebtedness or (iv) by delivering to the Repurchase Member a promissory note with a principal balance equal to the aggregate Repurchase Price, which note shall be payable over a ten (10) year period and shall bear interest at a rate equal to the long-term Applicable

Federal Rate most recently published by the Federal Reserve as the Effective Federal Funds Rate.

- (c) As used in this Section 5.4, the following terms shall have the meanings set forth below:
- (i) “**Adverse Suitability Determination**” means, with respect to a Member, a recommendation or determination by a Cannabis Regulatory Body that such Member, its affiliates, or any of such Member’s or its affiliates’ respective representatives is not suitable for licensure in connection with an [adult-use cannabis delivery business] in the Commonwealth of Massachusetts pursuant to G. L. c. 94G, *et. seq.* and 935 CMR 500, *et. seq.*
  - (ii) “**Cannabis Regulatory Body**” means the Massachusetts Cannabis Control Commission.

## 6. PRE-EMPTIVE RIGHTS

6.1 **Issuance of New Units.** In the event the Company authorizes the issuance of additional membership units (for purposes of this Section 6, “**New Units**”), the Company shall give each Member written notice (an “**Issuance Notice**”) of any such proposed issuance within five (5) business days following the approval of such issuance by the Manager (whether in a meeting or by written consent). The Issuance Notice shall specify the number of New Units to be issued and the purchase price at which such Units are being offered and other material terms and conditions of the offering. Each Member shall be entitled to purchase its proportionate share of the New Units at the purchase price and on the other terms and conditions specified in the Issuance Notice. For purposes of this Section 6, the phrase “proportionate share of the New Units” shall mean, with respect to any offering or issuance of New Units, the fraction that results from dividing a Member’s aggregate ownership of Units by the total number of Units then issued and outstanding (computed on a fully-diluted basis immediately before giving effect to such issuance).

6.2 **Election to Purchase.** A Member shall exercise its rights under Section 6.1 by delivering written notice of its election to purchase its proportionate share of the New Units to the Company within ten (10) business days of receipt of the Issuance Notice (such 10 business day period, the “**Pre-emptive Exercise Period**”). Delivery of such written notice (which shall specify the number of New Units to be purchased) by a Member shall constitute a binding agreement of such Member to purchase, at the price and on the terms and conditions specified in the Issuance Notice, the number (if any) of New Units specified in such notice. If, at the termination of the Pre-emptive Exercise Period, the Member has not delivered such written notice to the Company, such Member shall be deemed to have waived all of its rights under this Section 6 with respect to, and only with respect to, the New Units being offered pursuant to that particular Issuance Notice.

## 7. DISSOLUTION AND WINDING UP:

7.1 **Dissolution.** The Company shall be dissolved and its affairs wound up, upon the election of the Members, acting by Member Approval. Upon the dissolution of the Company, the

Company shall be liquidated in an orderly manner in accordance with this Article 7 and the Act. The liquidation shall be conducted and supervised by the Manager or, if none, by the Members, or, if none, by the personal representative (or its nominee or designee) of the last remaining Member (the Managers, Members or such other Person, as applicable, being referred to in this Article as the “**Liquidating Agent**”). The Liquidating Agent shall have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the liquidation of the Company that the Members have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation of the Company and the transfer of any assets of the Company. The Liquidating Agent shall have the right from time to time, by revocable powers of attorney, to delegate to one or more Persons any or all of such rights and powers and such authority and power to execute documents and, in connection therewith, to fix the reasonable compensation of each such Person, which compensation shall be charged as an expense of liquidation. The Liquidating Agent is also expressly authorized to distribute Company property to the Members subject to liens. The Liquidating Agent shall liquidate the Company as promptly as shall be practicable after dissolution. Without limitation of the rights, powers, and authority of the Liquidating Agent as provided in this Article, the Liquidating Agent may, in its discretion, either distribute in kind or sell securities and other non-cash assets. Any securities or other non-cash assets which the Liquidating Agent may sell shall be sold at such prices and on such terms as the Liquidating Agent may, in its good faith judgment, deem appropriate.

**7.2 Effect of Dissolution.** Upon dissolution, the Company shall cease carrying on the Company’s business, except that the Company shall continue to take all actions necessary to wind up the business and to file for termination in accordance with the Act.

**7.3 Final Allocations and Distributions.** In settling accounts upon dissolution, winding up and liquidation of the Company, the assets of the Company shall be applied and distributed as expeditiously as possible in the following order:

- (a) To pay (or make reasonable provision for the payment of) all creditors of the Company, including, to the extent permitted by law, Members or other affiliates that are creditors, in satisfaction of liabilities of the Company in the order of priority provided by law, including expenses relating to the dissolution and winding up of the Company, discharging liabilities of the Company, distributing the assets of the Company and terminating the Company as a limited liability company in accordance with this Agreement and the Act); and
- (b) To the Members in accordance with Section 4.4.

**7.4 Winding Up and Certificate of Termination.** The Company’s winding up shall be completed when all of the Company’s debts, liabilities, and obligations have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Company property and assets have been distributed to the Members.

## **8. INDEMNIFICATION:**

8.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any person who was or is a party, or who is threatened to be made a party, to any Proceeding (as defined below) by reason of the fact such person was or is a Manager, Member, Officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, governor, Officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (hereinafter, collectively, “**Company Agent**”), against Expenses (as is defined below), judgments, fines, settlements, and other amounts (collectively, “**Damages**”) to the maximum extent now or hereafter permitted under applicable law. “**Proceeding**,” as used in this Article 7, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. The term “**Expenses**,” as used in this Article 7, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 7.

8.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Massachusetts law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

8.3 **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members not seeking indemnification holding a majority of the voting interests (excluding the voting interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, Company Agent seeking indemnification must deliver a written undertaking to the Company stating such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 7.1 or 7.2 above or as otherwise required by applicable law).

## 9. **DISPUTE RESOLUTION:**

9.1 **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9.2 **Attorneys’ Fees.** The prevailing party to any action arising under this Agreement shall be entitled to reasonable attorneys’ fees and related costs.

9.3 **Venue.** The Members agree that this Agreement shall be constructed by and interpreted under the Laws of The Commonwealth of Massachusetts. In the event any action is filed in court, the Members further agree that the venue shall be the Middlesex County Circuit Court or the Federal District Court for the District of Massachusetts.

## 10. MISCELLANEOUS PROVISIONS:

### 10.1 Confidentiality.

- (a) The Company and each Member shall not use or disclose to third parties any Confidential Information received from the Company or from any other Member (including, without limitation, the status of such other Member as a Member of the Company) for any purpose other than (i) for the benefit of the Company, as determined in good faith by the Manager, (ii) the use of Confidential Information by a Member in connection with such Member's monitoring or exercising its rights with respect to its investment in the Company, (iii) as required by law, legal process, order of court, government authority or arbitrator or in connection with any legal proceedings to which a Member (or any assignee) and the Company are parties, (iv) to legal counsel and accountants for Members or any assignee, and (v) in connection with the enforcement of this Agreement or rights under this Agreement. Notwithstanding the foregoing, a Member that is an entity holding Units may in addition disclose Confidential Information to (I) any former partners, members or others who retain an economic interest in the Member, (II) any current or prospective partners, members or other equity owners or managers, officers or employees of, or lenders to, the Member or any subsequent partnership, fund or other entity under common investment management with such Member, and (III) any employee, officer or representative of the Member or any of the Persons identified in the foregoing clauses (I) through (II) with a bona fide need to know such information in connection with any purpose permitted in the foregoing clauses (i) through (v) (each of the Persons identified in the foregoing clauses (I) through (III), a "**Permitted Disclosee**"); provided that any Permitted Disclosee to whom Confidential Information is disclosed shall be subject to confidentiality restrictions substantially similar to the restrictions applicable to the Member hereunder.
- (b) The restrictions imposed by this Section 10.1 shall continue to apply to a former Member following the date of becoming a former Member, notwithstanding such Member's withdrawal from the Company or transfer of its Units.
- (c) Notwithstanding the foregoing: the restrictions on disclosure set forth in this Section 10.1 shall not apply to any Confidential Information to the extent that such information can be shown to have been: (A) generally available to the public other than as a result of a breach of the provisions of this Agreement; (B) already in the possession of the receiving Person, without any restriction on disclosure, prior to any disclosure of such information to the receiving Person by or on behalf of the Company or any Member pursuant to the terms of this Agreement or otherwise, as evidenced by written records; (C) lawfully disclosed, without any restriction on additional disclosure, to the receiving Person by a third party who is not known by the

receiving party to be subject to confidentiality restrictions; (D) independently developed by the receiving Person without use of any Confidential Information, as evidenced by written records; or (E) required by law or government regulation to be disclosed, provided that, the Member shall notify the Company of any such disclosure requirement as soon as practicable and reasonably cooperate with the Company (at the Company's cost) if the Company seeks a protective order or other remedy in respect of any such disclosure; and furnish only that portion of the Confidential Information which the Member is legally required to disclose.

10.2 **Amendment.** This Agreement may be amended or modified from time to time by a written instrument adopted by the Members, acting by Member Approval. No additional or new members may be admitted or succeed to membership in the Company in any manner other than as permitted hereunder or through the express, written consent of the Members, acting by Member Approval.

10.3 **Entire Agreement.** This Agreement represents the entire agreement between the Members and the Company.

10.4 **Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of The Commonwealth of Massachusetts. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever: (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.5 **Headings.** The headings contained in this Agreement are used for reference only and should not be used to interpret this Agreement.

10.6 **Counterparts.** This Agreement may be executed in counterparts, each when taken together forming a single, binding document.

10.7 **Rights of Creditors and Third Parties under the Agreement.** This Agreement is entered into between the Company and the Members for the exclusive benefit of the Company, the Members, and their successors and assigns. This Agreement is expressly not intended for the benefit of any Company creditor or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Members with respect to any capital contribution or otherwise.

*[This Line Concludes the Document. Signature Page Follow]*

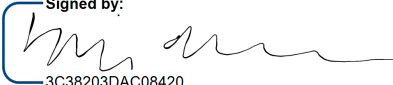
**Signature Page to Bada Vroom, LLC Operating Agreement**

IN WITNESS WHEREOF, the parties to this Agreement have executed same on the date first appearing above.

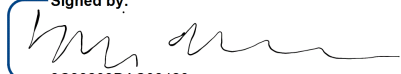
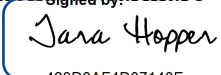
**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH  
MAY BE ENFORCED BY THE PARTIES.**

**COMPANY:**

Bada Vroom, a Massachusetts limited liability company

Signed by:  
  
By: \_\_\_\_\_  
3C38203DAC08420...  
Michael Marinaro, Manager

**MEMBERS:**

Signed by:  
  
3C38203DAC08420...  
Michael Marinaro  
Signed by:  
  
423D0AF4D07148E...  
Tara Hopper. Manager

**Schedule A – Schedule of Members****Limited Liability Company Agreement  
of Bada Vroom, LLC**

<b>Name and Address of Member</b>	<b>Number of Units</b>	<b>Percentage Interests</b>	<b>Capital Contribution</b>
Michael Marinaro 8 Marion Street Natick, MA 01760	51,000	51%	\$51.00
Bada Bloom! Inc. 8 Marion Street Natick, MA 01760	49,000	49%	\$49.00
<b>Total of all Members:</b>	<b>100,000</b>	<b>100%</b>	<b>\$100</b>

**Limited Liability Company Agreement  
of Bada Vroom, LLC**

**Capital Accounts; Allocations of Adjusted Taxable Profit and Adjusted Taxable Loss**

**1. Defined Terms.** For purposes of this *Schedule B* and this Agreement, the following capitalized terms have the respective meanings ascribed to them:

“*Adjusted Capital Account Balance*” shall mean, with respect to any Member, such Member’s Capital Account balance maintained in accordance with this Agreement, as of the end of the relevant fiscal year or other allocation period, after giving effect to the following adjustments:

(a) increase such Capital Account by any amounts that such Member is obligated to restore pursuant to any provision of this Agreement, is treated as obligated to restore pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c), or is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) decrease such Capital Account by the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4) through (d)(6).

The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 and shall be interpreted consistently therewith.

“*Adjusted Taxable Profit*” and “*Adjusted Taxable Loss*” mean, as to any transaction or fiscal year or other allocation period, the taxable income or loss of the Company for U.S. federal income tax purposes, and each item of income, gain, loss or deduction entering into the computation thereof, with the following adjustments:

(a) Any tax-exempt income or gain of the Company that is not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall be deemed to increase the amount of such taxable income or decrease the amount of such loss;

(b) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code (or treated as such) and not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall decrease the amount of such taxable income or increase the amount of such loss; and

(c) In the event the Gross Asset Value of any Company asset is adjusted, (i) the amount of such adjustment (including an adjustment resulting from a distribution of such asset but excluding an adjustment resulting from a contribution of such asset) shall be taken into account in the same manner as gain or loss from the disposition of such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss, (ii) gain or loss resulting from any disposition of such asset with respect to which gain or loss is recognized for U.S. federal income tax purposes shall be computed by reference to the Gross Asset Value of such asset, and (iii) in lieu of the cost

recovery or similar deductions taken into account with respect to any asset with a Gross Asset Value which differs from its adjusted basis under the Code, such deductions shall be an amount equal to the Depreciation with respect to such asset.

“*Company Minimum Gain*” has the meaning set forth for “partnership minimum gain” in Treasury Regulation Sections 1.704-2(b)(2), (d), and (g).

“*Depreciation*” means, for each fiscal year of the Company or other period, an amount equal to the depreciation, depletion, amortization or other cost recovery deduction allowable under the Code with respect to an asset for such fiscal year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for U.S. federal income tax purposes at the beginning of such fiscal year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, depletion, amortization or other cost recovery deduction with respect to such asset for such fiscal year or other period bears to such beginning adjusted tax basis; and provided further that if the U.S. federal income tax depreciation, depletion, amortization or other cost recovery deduction for such fiscal year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

“*Gross Asset Value*” means, with respect to any asset, such asset’s adjusted basis for U.S. federal income tax purposes, except as follows:

(a) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager in accordance with the Code, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for an interest in the Company, including, without limitation, in connection with the withdrawal of a Member; (iii) the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by a new or existing Member acting in a Member capacity or in anticipation of becoming a Member; (iv) in connection with the issuance by the Company of a noncompensatory option (other than an option for a de minimis interest); and (v) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i) through (iv) of this sentence shall not be made if the Manager determines that such adjustments are not necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(b) the Gross Asset Value of any Company asset (other than cash) distributed in kind to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by the Manager in accordance with the Code;

(c) the initial Gross Asset Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution, as determined by the Manager in accordance with the Code; and

(d) the Gross Asset Value of Company assets shall otherwise be determined or adjusted, in the discretion of the Manager, as required or permitted for purposes of maintaining Capital Accounts under the Code.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (c) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss and as otherwise required by Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

“*Member Nonrecourse Debt*” has the same meaning as the term “partner nonrecourse debt” set forth in Treasury Regulation Section 1.704-2(b)(4).

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

“*Nonrecourse Deductions*” shall have the meaning set forth in Treasury Regulation Sections 1.704-2(b)(1) and 1.704-2(c).

“*Nonrecourse Liability*” shall have the meaning set forth in Treasury Regulation Section 1.704-2(b)(3).

“*Partnership Tax Audit Rules*” means Sections 6221 through 6241 of the Code, as amended by the Bipartisan Budget Act of 2015, together with any Treasury Regulations and guidance issued thereunder, any similar provision of state or local tax laws, and any successor provision to any of the foregoing.

“*Treasury Regulations*” means the U.S. federal income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

**2. Capital Accounts.** A capital account shall be maintained for each Member (a “Capital Account”) that shall be:

(a) increased by (i) any capital contributions made to the Company by such Member pursuant to this Agreement and (ii) any amounts in the nature of income or gain allocated to the Capital Account of such Member pursuant to this Schedule B based on such Member’s ownership of an interest in the Company;

(b) decreased by (i) the cash and fair market value of other property distributed to the Member and (ii) any amounts in the nature of loss or deduction allocated to the Capital Account of such Member pursuant to this Schedule B based on such Member’s ownership of an interest in the Company; and

(c) otherwise adjusted in accordance with this Agreement and for such other matters as the Manager may reasonably determine appropriate, in all events in accordance with applicable provisions of the Code.

### 3. General Allocations.

(a) General Application. The rules set forth below in this Section 3 of this Schedule B shall apply for the purposes of determining each Member's allocable share of the items of income, gain, loss or deduction of the Company comprising Adjusted Taxable Profit or Adjusted Taxable Loss for each fiscal year or other period, determining special allocations of other items of income, gain, loss and deduction, and adjusting the balance of each Member's Capital Account to reflect these general and special allocations. For each fiscal year or other period, any required special allocations in Section 4 of this Schedule B shall be made immediately prior to the general allocations of Section 0 of this Schedule B.

(b) General Allocations. The items of income, gain, loss and deduction comprising Adjusted Taxable Profit or Adjusted Taxable Loss for a fiscal year or other period shall be allocated among the Members during such fiscal year or other period in a manner that will, as nearly as possible, cause the Capital Account balance of each Member at the end of such fiscal year or other period to equal:

(i) the amount of the hypothetical distribution (if any) that such Member would receive if, on the last day of the fiscal year or other period, (A) all Company assets, including cash, were sold for cash equal to their Gross Asset Values, as determined by the Manager, taking into account any adjustments thereto for such fiscal year or other period, (B) all Company liabilities were satisfied in cash according to their terms (limited, with respect to each Nonrecourse Liability, to the Gross Asset Value, as determined by the Manager, of the assets securing such liability), and (C) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full in accordance with Section 4.4 (by reason of Section 7.3(b)), minus

(ii) the sum of (A) the amount, if any, which such Member is obligated (or deemed obligated) to restore to such Member's Capital Account, (B) such Member's share of the Company Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(g), and (C) such Member's share of Member Nonrecourse Debt Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(i)(5), all computed immediately prior to the hypothetical sale described in Section 3(b)(i) of this Schedule B.

(b) The Manager may modify the allocations otherwise provided for in this Section 3 of this Schedule B or offset prior allocations provided for in Section 4 of this Schedule B, including by specially allocating items of gross income, gain, loss or deduction among the Members, so that such modifications or offsets will cause the Capital Accounts of the Members to reflect more closely the Members' relative economic interests in the Company as set forth in this Agreement.

(c) Except as required by the Act or this Agreement, no Member shall be obligated to the Company, to any other Member, or to any third party to restore or repay any deficit in its Capital Account.

**4. Special Allocations.** The following special allocations shall be made in the following order:

(a) *Minimum Gain Chargeback.* In the event that there is a net decrease during a fiscal year or other period in either Company Minimum Gain or Member Nonrecourse Debt Minimum Gain, then notwithstanding any other provision of this Schedule B, each Member shall receive such special allocations of items of Company income and gain as are required in order to conform to Treasury Regulation Section 1.704-2.

(b) *Qualified Income Offset.* Subject to Section 0 of this Schedule B, but notwithstanding any provision of this Schedule B to the contrary, items of income and gain shall be specially allocated to the Members in a manner that complies with the “qualified income offset” requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(c) *Deductions Attributable to Member Nonrecourse Debt.* Any item of Company loss or deduction that is attributable to Member Nonrecourse Debt shall be specially allocated to the Members in the manner in which they share the economic risk of loss (as defined in Treasury Regulation Section 1.752-2) for such Member Nonrecourse Debt.

(d) *Allocation of Nonrecourse Deductions.* Each Nonrecourse Deduction of the Company shall be allocated among the Members in accordance with the partners’ interests in the partnership within the meaning of Treasury Regulations Sections 1.704-2(b)(1) and 1.704-1(b)(3).

(e) *Loss Limitation.* Adjusted Taxable Losses allocated to a Member pursuant to this Schedule B shall not exceed the maximum amount of Adjusted Taxable Losses that can be allocated to such Member without causing such Member to have a negative Adjusted Capital Account Balance at the end of any fiscal year or other allocation period in which any other Member does not have a negative Adjusted Capital Account Balance.

(f) The allocations set forth in Section 0 through Section 0 of this Schedule B are intended to comply with Treasury Regulation Sections 1.704-1(b) and 1.704-2 and shall be interpreted consistently with this intention. Any terms used in such provisions that are not specifically defined in this Agreement shall have the meaning, if any, given such terms in such Treasury Regulations.

(g) If during any fiscal year of the Company there is a change in any Member’s interest in the Company, allocations of income or loss for such fiscal year shall take into account the varying interests of the Members in the Company in a manner consistent with the requirements of Section 706 of the Code.

## **5. Tax Allocations.**

(a) *Section 704(b) Allocations.* Subject to Section 0 and Section 0 of this Schedule B, each item of income, gain, loss or deduction for U.S. federal income tax purposes that corresponds to an item of income, gain, loss or deduction that is either taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss or is specially allocated pursuant to Section 4 of this Schedule B (a “Book Item”) shall be allocated among the Members in the same proportion as the corresponding Book Item is allocated among them pursuant to Section 3 or Section 4 of this Schedule B.

(b) *Section 704(c) Allocations.* In the event any property of the Company is credited to the Capital Account of a Member at a value other than its tax basis, then allocations of taxable income, gain, loss and deductions with respect to such property shall be made in a manner which will comply with Sections 704(b) and 704(c) of the Code. Such allocations also shall be made by the Company to any former Member to the extent applicable, as determined by the Manager. The allocation to a Member of items of taxable income, gain, loss and deduction of the Company also shall be adjusted to reflect any election under Section 754 of the Code.

(c) *Capital Accounts.* The tax allocations made pursuant to this Section 5 of this Schedule B shall be solely for tax purposes and shall not affect any Member's Capital Account or share of non-tax allocations or distributions under this Agreement.

## **6. Tax Matters Person; Tax Audits.**

(a) The Manager will designate one Member to be the "tax matters partner" of the Company within the meaning of Section 6231(a)(7) of the Code as in effect prior to the effective date of the Partnership Tax Audit Rules (or any similar provision of state or local tax law) to the extent such role as "tax matters partner" remains relevant with respect to state or local taxes. The Manager will designate one person (which may or may not be a Member) to be the "partnership representative" of the Company within the meaning of Section 6223 of the Code (or any successor provision or similar provision of state or local tax law). The designated "tax matters partner" or "partnership representative," as applicable, is referred to herein as the "Tax Matters Person." If the partnership representative is not a natural person, the partnership representative shall act through a "designated individual" who is an eligible individual duly serving at the direction of and appointed by the Tax Matters Person pursuant to Treasury Regulations promulgated under Section 6223 of the Code (or any successor provision or similar provision of state or local tax law). Each Member hereby consents to such designations and agrees that, upon the request of the Tax Matters Person, such Member shall execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. The Tax Matters Person as of the date of this Agreement is Michael Marinaro.

(b) The Tax Matters Person shall have the right and obligation to take all actions authorized or required, respectively, by applicable law for a "tax matters partner" or "partnership representative," as applicable, but subject to the restrictions and limitations set forth in this Agreement. Without limiting the generality of the foregoing, the Tax Matters Person shall have the sole discretion to determine all matters, and shall be authorized to take any actions necessary, with respect to any audit, examination or investigation of the Company by any taxing authority (including any judicial or administrative proceeding related thereto) (each, a "Tax Contest"), and whether to cause the Company to make any available election under the Partnership Tax Audit Rules with respect to any Tax Contest.

(c) Each Member shall promptly upon request furnish to the Tax Matters Person any information that the Tax Matters Person may reasonably request in connection with (i) the preparation or filing of any tax returns of the Company, (ii) any tax election of the Company (and the Company's and Member's compliance with any such election), or (iii) any Tax Contest. No Member shall, without the consent of the Tax Matters Person, (A) file a request for

administrative adjustment of Company items, (B) file a petition with respect to any Company item or other tax matters involving the Company, or (C) enter into a settlement agreement with any taxing authority with respect to any Company items.

(d) If the Tax Matters Person causes the Company to make an election pursuant to Section 6226 of the Code (or any successor provision or similar provision of state or local tax law) with respect to an “imputed underpayment,” each Member shall comply with the applicable requirements under the Code and applicable Treasury Regulations (or any similar provision of state or local tax law). At the request of the Tax Matters Person, each Member shall provide the Tax Matters Person and the Company with any information available to such Member and with such representations, certificates or forms relating to such Member (or its direct or indirect owners or account holders) and any other documentation, in each case, that the Tax Matters Person determines, in its sole discretion, are necessary to make an election under Section 6221(b)(1) of the Code (or any successor provision or similar provision of state or local tax law), to modify an “imputed underpayment” under Section 6225(c) of the Code (or any successor provision or similar provision of state or local tax law), or to take any other actions or make any elections allowed to be taken or made under the Partnership Tax Audit Rules. Notwithstanding anything to the contrary in this Agreement, any information, representations, certificates, forms or documentation so provided may be disclosed to any applicable taxing authority.

(e) In the event that the Company is responsible for the payment of any “imputed underpayment” in respect of an administrative adjustment pursuant to Section 6225(a) of the Code (or any successor provision or similar provision of state or local tax law), the Tax Matters Person shall determine the treatment of, including the relative obligations of the Members with respect to any amounts paid by the Company to any taxing authority with respect to, such “imputed underpayment,” and each Member hereby agrees to satisfy in full such obligations as so determined.

(f) The Tax Matters Person shall have the right to retain professional assistance in respect of any Tax Contest, and all out-of-pocket expenses and fees incurred by the Tax Matters Person on behalf of the Company as Tax Matters Person shall be reimbursed by the Company.

(g) The provisions of, and each Member’s obligations to comply with, the requirements of Section 6 of this Schedule B shall survive the Member’s ceasing to be a Member of the Company and the winding up, liquidation and dissolution of the Company, and any reference to “Member” in Section 6 of this Schedule B refers to a “current or former Member.”

**7. Tax Elections and Other Tax Decisions.** Subject to the provisions of this Schedule B, the Manager shall have the authority to make any tax elections and other tax decisions with respect to the Company, to approve any returns regarding any foreign, federal, state or local tax obligations of the Company, and to make all determinations regarding the allocations contemplated by Schedule B.

**8. Tax Consequences.** The Members are aware of the income tax consequences of the allocations made by this Schedule B and hereby agree to be bound by the provisions of this Schedule B and this Agreement in reporting their shares of the Company’s income and loss for income tax purposes.

## **Bada Vroom LLC - Plan for Obtaining Liability Insurance**

### **I. Purpose**

The purpose of this plan is to outline how Bada Vroom LLC (“Bada Vroom”) will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

### **II. Research**

Bada Vroom has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

### **III. Plan**

1. Once Bada Vroom receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experienced in the legal marijuana industry.
  - a. Bada Vroom 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.
  - b. The deductible for each policy will be no higher than \$5,000 per occurrence.
  - c. Vehicles used for pick-up and delivery shall carry liability insurance in an amount not less than \$1,000,000 combined single limit.
2. In the event that Bada Vroom cannot obtain the required insurance coverage, Bada Vroom will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of these liabilities.
  - a. Bada Vroom will replenish this account within ten business days of any expenditure.
3. Bada Vroom will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.

# Bada Vroom LLC Business Plan

## 1. Executive Summary:

Bada Vroom LLC is a MA based recreational cannabis home-delivery startup founded by Social Equity Applicant Michael Marinaro. Bada Vroom is hopeful to be operational in Q3 or 4 of 2025 and will be based of Tyngsborough, MA. The primary function of Bada Vroom is to provide an ordering platform for the Tyngsborough, Lowell, Greater Boston and Worcester County 21+, adult use, market while providing marijuana and marijuana infused products from licensed marijuana establishments.

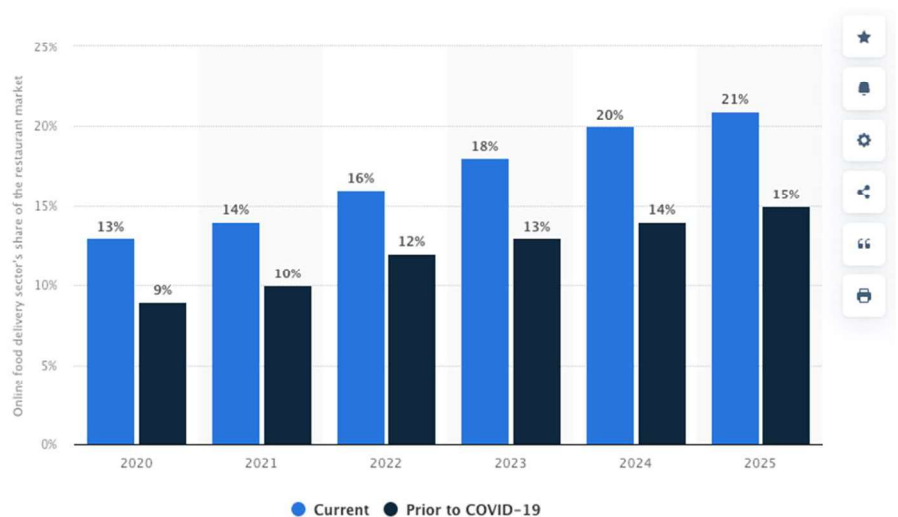
Bada Vroom is backed by the investors of Bada Bloom, Inc. and they plan to use this delivery to allow for vertical integration for Bada Bloom!'s cultivation and product manufacturing that they have been raising capital to build since 2021. Our previous large delivery investor walked away from our previously approved delivery and left us with nothing. We are so grateful for the social equity program that is allowing us to get a delivery license and survive after what this other company did to us by putting us in a bad situation with our other prospective investors.

By following careful crafted SOPs designed to follow CMR 935 regulations Bada Vroom intends to operate a top to bottom, seed-to-sale tracked delivery operation. Bada Vroom is registered with the Secretary of State for Massachusetts and has a signed HCA from the town of Tyngsborough, MA.

2. Customers: Bada Vroom aims to target the 21+ community of Middlesex & Worcester Counties, Greater Boston, and MetroWest. Bada Vroom is uniquely located in Tyngsborough in the heart of several major routes and highways giving easy access to all served communities, but not within any banned zip codes.

## 3. Market Landscape:

COVID-19 and the subsequent pandemic has changed the publics purchasing habits over the last several years. Consumers now more than ever are electing to order delivery services, as shown in the graphics to the right.



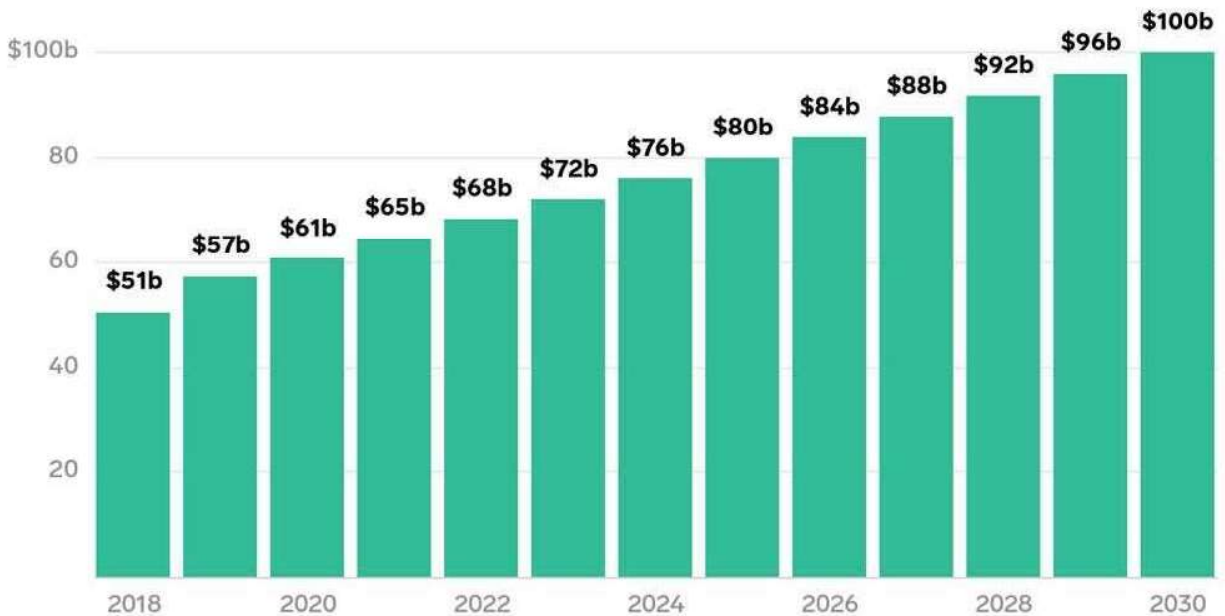
[Additional Information](#)

© Statista 2022

[Show source](#)

Business Insider Cowen and Company projects the US Cannabis business to hit 100b by the year 2030. As we see consumers driving towards more delivery services, as the market expands delivery operators will need to be every more available to meet this demand.

## Projected US cannabis market



Source: Cowen and Company

BUSINESS INSIDER

#### 4. Regulatory Needs:

Bada Vroom Delivery will meet and exceed all needs set forth by the Cannabis Control Commission. It will craft formal and internal Policies and Procedures with additional SOPs, Trainings, and documentation readily available. All measures of a home-delivery company will be handled in a secure, recordable manner as to be presented if required. Bada Vroom LLC understands that the Cannabis Control Commission will enforce and inspect the operation on behalf of the state of Massachusetts.

#### 5. Sales Plan:

Bada Vroom Delivery will gain market share by practicing tried and true secure, reliable, and safe transactions done in a beyond professional manner. Bada Vroom delivery will continue to stay stocked with relevant products from various wholesale partners, specifically looking to partner with Social Equity and Economic Empowerment candidates. Partnering with Bada Bloom! Inc. has opened the door to providing customers with craft and solventless clean products in the state that will never go through a remediation machine.

6. Outreach Plan:

Bada Vroom has held a community outreach meeting to address any and all concerns of the public and were met with overwhelming support. The Town of Tyngsborough is eager for Bada Bloom! Inc and Bada Vroom LLC to begin working together and bringing in revenue ASAP.

## 7. Staffing Plan:

Bada Vroom intends to higher the most qualified candidates by carefully vetting and interviewing candidates. We'll aim to hire within our local communities and remain compliant with all MA State Laws and Department of Labors regulations. We intend to seek applications who align with Trevor's vision, ethics, and values. All team members will strive to provide the best service within the state.

Please see below for a list of roles and responsibilities:

### Vice President of Delivery Operations:

- Oversees facility, team, deliveries, supply chain, compliance, and inventory.
- Reports to ownership group.
- Operates as Human Resources for the team.
- Hires and trains staff as necessary.
- Communicates w/ team daily to ensure on target.
- Monitors data and KPI reporting. Back to ownership group.
- Implements safety standards
- Sourcing products and setting pricing.
- Associate hiring, training, and management
- Creating Employment policies and maintaining the Employee Handbook with updated Information
- Recruitment, onboarding, and aspects of the new hire orientation
- Implementation and administration of human resource programs, including employee benefit programs and required trainings
- Overseeing security systems and equipment as well as maintenance and regular checks
- Acting as the liaison with local law enforcement
- Ensuring security of records and recordkeeping systems and hardware
- Training staff on emergency procedures as well as security protocols and prevention of theft and diversion techniques

### Delivery Operations Manager:

- Run daily huddles with team.
- Overseeing internal inventory moving product between sales and vault floor.
- Intake product from wholesale partners.
- Managing inventory and all activities related to the inventory tracking system
- Interfacing and maintaining relationships with vendors
- Maintaining accurate inventory records
- Providing daily and weekly reports on inventory from the inventory management system
- Coordinating employee trainings on new products and brands
- Ensuring warehouse stock
- Managing packaging, picking, stocking, and cleaning activities in the warehouse
- Overseeing warehouse and delivery security
- Responding to supplier and customer inquiries and complaints

- Overseeing dispatch control
- Training and managing warehouse and delivery agents
- Ensuring all staff have daily schedules and duties are assigned
- Managing personnel and setting schedules
- Ensuring accountability and compliance.
- Reviewing and maintaining security and safety procedures

#### Dispatch Associate(s):

- Restricting access to the warehouse and limited and restricted access areas therein.
- Monitoring security cameras for suspicious activity
- Monitoring communication equipment and conducting location checks
- Conducting regular security checks throughout and around the facility
- Maintaining daily security records and logs
- Enforcing the standard of conduct within the facility and across its operations
- Preventing diversion and theft
- Monitor incoming customer orders.
- Ensure inventory in all areas as needed.
- Ensure facility is stocked with supplies and clean.
- Answer incoming calls or chats from customers.
- Maintain contact with the on road teams as necessary.
- Pick and pack orders.
- Fill out manifests for outgoing delivery.
- Verify manifests of incoming delivery.
- Store manifests in secure location.

#### Delivery Service Representative(s):

- Provide customer service in the form of:
  - product knowledge, consumer outreach and education, and sales advisory to customers as needed, through online ordering system and as needed
- Assist Inventory Manager with preparing inventory and sales reports on weekly basis
- Handling financial transactions through sales, purchase, and checkout
- Maintaining warehouse efficiency, cleanliness, and order
- Conducting secure delivery of marijuana and marijuana products to delivery customers
- Working compliantly within the regulatory framework
- Maintaining knowledge and mastery of the training they receive and the rules and regulations surrounding marijuana as well as company policies provided in the employee handbook
- Recording and reporting marijuana waste, storage, and disposal
- Ensuring inventory is accurately reflected in the Inventory Management System and synced with the ordering system and CRM

#### 8. Launch:

Bada Vroom LLC is prepared and ready to launch with an HCA in hand. Bada Vroom is ready to move forward and ultimately commence operations as soon as possible. With a unique set of experience and partnerships Bada Vroom is looking forward to beginning our first official phase and work towards commencement with the CCC.

## **INVENTORY PROCEDURES**

Bada Vroom LLC ("Bada Vroom" or the "Company") will ensure that its inventory control procedures meet or exceed all of the Massachusetts Cannabis Control Commission's regulations found at 935 CMR 500.00 et seq.

Bada Vroom shall utilize a Commission-approved seed-to-sale software program capable of interfacing with the Commonwealth's METRC software platform and that include tags with unique alpha-numeric codes to identify and track all marijuana and marijuana-infused products.

Bada Vroom shall maintain a real-time inventory pursuant to 935 CMR 500.105(8)(c) and (d), with said real-time inventory to include all marijuana plants, marijuana plant-seeds and clones in any phase of development, marijuana ready to be dispensed, and marijuana products in its facility inventory. 935 CMR 500.002 provides the following definition: Real-time Inventory or Seed-to-sale tracking means an electronic system that provides the electronic tracking of an individual cannabis or marijuana plant, including its cultivation, growth, harvest and preparation of cannabis or marijuana products, if any, and to final sale of the finished product. Bada Vroom's registered marijuana establishment agents shall utilize the seed-to-sale tracking methodology approved by the Commission under 935 CMR 500.000.

Bada Vroom shall:

- Establish inventory controls and procedures for the conduct of inventory reviews, and 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 located at the Marijuana Establishment
- Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory;
- Promptly transcribe inventories if taken by use of an audio recording device. The record of each inventory shall include but not be limited to:
  - Inventory Date
  - Inventory Summary
  - Findings (if necessary)
  - Names, signatures, and titles of the registered marijuana establishment agent(s) who conducted the inventory.

Registered marijuana establishment agents that identify any discrepancies during inventory will report such discrepancy to the Commission if an internal audit and investigation fails to resolve the discrepancy. Discrepancies caused by diversion or theft will be promptly reported (and in no event longer than 24 hours after discovery, pursuant to 935 CMR 500.110(9)(a)(l)) to the Cannabis Control Commission and the Police Department in which the Establishment is located.

No marijuana product, including marijuana, shall be sold or otherwise marketed for adult-use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Bada Vroom LLC. -  
Delivery

Bada Vroom will adhere to all applicable tax laws in the Commonwealth, including, but not limited to, the laws regarding taxation, filing, seizure, and audit.

## Quality Control & Testing Procedures

### **I. Procedures For Quality Control and Testing of Product for Potential Contaminants**

Bada Vroom LLC will assure quality control and testing policies meet or exceed all Cannabis Control Commission regulations per 935 CMR 500: Adult use of Marijuana. Bada Vroom is not producing any goods and will only be receiving goods that have been tested and verified by independent laboratories. Operating procedures presently in use by Bada Vroom, and in compliance with 935 CMR 501.000: Implementation of an Act for the Humanitarian Medical Use of Marijuana, will be updated to meet these standards.

No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, pursuant to 935 CMR 500.160. Testing of marijuana products will be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, and published by the DPH. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13).

Testing Laboratories will attest to complying with storage requirements of 935 CMR 500.105(11). All excess marijuana will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the cultivation facility for disposal, or by the Independent Testing Laboratory disposing of it directly. Disposal by the testing laboratory is the preferred method to reduce risk associated with transportation of product.

Testing of environmental media (*e.g.*, soils, solid growing media, and water) will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Department of Public Health pursuant to 935 CMR 500.160(1). If a new version is developed, or if the Commission develops their own standards, such applicable standards will be followed. All testing results will be maintained by Bada Vroom for no less than one year in accordance with 935 CMR 500.160(3).

Bada Vroom will have, and follow, a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). The policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. All testing results will be retained for no less than one year. Seeds will not be subject to these testing procedures, however, clones are subject to these testing provisions, excluding testing for metals.

Samples that fail testing will be reported and destroyed. Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Pursuant to 935 CMR 500.105(11)(a) -(e), Bada Vroom will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Bada Vroom will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or

whose containers or packaging have been opened or breached, unless such products are destroyed. Bada Vroom storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The Bada Vroom storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All agents whose job includes contact with marijuana is subject to the requirements of food handlers specified in 105 CMR 300.000. Any agent working in direct contract with marijuana shall conform to sanitary practices while on duty including maintaining adequate personal cleanliness and washing hands appropriately as required in 935 CMR 500.105(3). There shall be sufficient space for placement of equipment and storage of equipment and storage of materials as is necessary for the maintenance of sanitary operations. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. All toxic items shall be identified, held and stored in a manner that protects against contamination of marijuana. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

#### **Finished Product Testing Procedures:**

All testing of products will occur prior to being received by Bada Vroom and be in conjunction with all standards below.

1. All testing must be done in compliance with Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the CCC.
2. Testing of marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the CCC.
3. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must comply with the standards required under 935 CMR 500.160.
4. The sale of seeds is not subject to regulatory testing provisions.
5. Clones are subject to these testing provisions but are exempt from testing for metals.
6. All transportation and storage of marijuana to and from Independent Testing Laboratories providing marijuana testing services must comply with all relevant regulations.
7. Bada Vroom may perform a routine inspection of the laboratory to assure compliance.
8. All excess marijuana must be destroyed and properly disposed of by the Independent Testing Laboratory disposing of it directly.
9. 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 required standards of Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH.

#### **Laboratory Requirements:**

1. An Independent Testing Laboratory must be licensed by the Commission.

2. The laboratory must also be accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement.
3. The laboratory must be financially independent from Bada Vroom or any other licensee for which it conducts a test.
4. As part of the laboratories' accreditation, they must be qualified to test cannabis or marijuana in compliance with 935 CMR 500.160, M.G.L. c. 94C, § 34, and Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH.
5. Testing for finished marijuana and marijuana products must include screenings for chemical and biological contaminants, metals, and cannabinoid profile testing as listed in the current edition of Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana Infused Products.

**Testing Requirements:**

1. A “production batch” of finished plant material must be traceable to one or more cultivation batch(es).
2. Production batches intended for dispensing and direct use must be tested for biological contaminants (bacteria, fungi, and mycotoxins).
3. Finished plant material is tested instead of living or freshly harvested plants because drying and trimming may affect the concentrations of contaminants and because fungal/bacterial growth may occur during finishing.
4. Finished plant material that exceeds any regulatory limit for any contaminant included in the required testing cannot be distributed as finished product.
5. If the finished plant material fails to meet a required testing requirement, excluding pesticide failures, then the marijuana may be remediated and used to derive resins and concentrates.
6. The resins and concentrates may be dispensed as long as they meet the respective concentration limit of the testing standards.
7. Cannabis concentrates must be tested for metals, as well as residual solvents if solvents were used in their production. Specifically, testing is required for any solvent used to make a cannabis concentrate production batch.
8. All cannabis resin or concentrate production batches intended for distribution to as finished marijuana or marijuana products must be tested for bacteria, fungi, and mycotoxins.
  - a. Testing for these biological contaminants is not required for cannabis resin or concentrate production batches that will be used only to manufacture secondary products.
9. If required testing finds that a production batch of cannabis resin or concentrate exceeds any applicable contaminant limit, production batch cannot be dispensed as a finished product.
10. MIP production batches must be tested for biological contaminants (bacteria, fungi, and mycotoxins). Production batches must be discarded and not dispensed if any biological contaminant limit is exceeded.
11. Each product type should be tested to characterize the cannabinoid content and profile.
12. Production batches of finished plant material must be tested for residues of prohibited pesticides.
13. Pesticide testing should be performed consistent with the following sections of

National Organic Program Handbook: Guidance and Instructions for Accredited Certifying Agents and Certified Operations (USDA, 2014):

- NOP 2611: Laboratory Selection Criteria for Pesticide Residue Testing
  - NOP 2611-1: Prohibited Pesticides for NOP Residue Testing
  - NOP 2613: Responding to Results from Pesticide Residue Testing
14. Requirements for total viable aerobic bacteria, total yeast and mold, total coliforms, and bile tolerant gram-negative bacteria are given in colony forming unit (CFU) counts per mass of product sample. The requirement for pathogenic *E. coli* and *Salmonella* spp. is based on detection in a 1-gram sample, and the requirement for mycotoxins is based on the concentration per kilogram of sample.
15. Analytical methods for enumerating and identifying specific microbiological contaminants must be consistent with the following United States Pharmacopeia (USP) chapters:
- USP Chapter <61>: Microbiological Examination of Nonsterile Products: Microbial Enumeration Tests. USP 36, Chapter <61>
  - USP Chapter <62>: Microbiological Examination of Nonsterile Products: Tests for specified Microorganisms. USP 36, Chapter <62>
  - Analytical methods for mycotoxins must be consistent with USP chapter:
  - USP Chapter <561>: Articles of Botanical Origin. USP 36, Chapter <561>

**Tracking Samples:**

As Bada Vroom is not a Wholesale Provider, Samples will not be given from, or entered into our facility in any capacity. Testing will occur offsite with Bada Vroom staff verifying results on intake.

## Bada Vroom – Personnel Policies

### I. Personnel Policies

Bada Vroom LLC will have registrations for all of our board members, directors, employees executives, managers, and associated volunteers. Each individual determined to be suitable for registration is issued a registration card. The registration card is required to be visibly displayed at all times individuals are on Bada Vroom facility property or transporting/delivering marijuana products. All such individuals will be 21 years of age or older; not been convicted of an 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; and be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.802.

Personnel Policies will be given to each individual upon hiring, or before. Policies include, but are not limited to:

- Limitations on associated individuals' authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- Equal opportunity employer policy
- Freedom from harassment and discrimination policy
- Sexual harassment prevention policy
- American with disabilities act and state laws equivalents
- Open door policy
- Alcohol, smoke and Drug-free workplace policy
- Health insurance portability and accountability act of 1996
- Electronic communications media use policy
- Social media policy
- Severe weather and emergency conditions policy
- How confidential information is maintained
- Immediate dismissal of any marijuana establishment agent who has:
  - Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission;
  - or been convicted or entered a guilty plea, ~~plea~~ of *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.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of Bada Vroom that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor", will require all new employees involved in handling and sale of marijuana to complete this program within 90

days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Bada Vroom will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All Bada Vroom employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a)

A personnel record for each Marijuana Establishment Agent. Such records shall be maintained for at least 12 months after termination and shall include, at a minimum, the following:

- All materials submitted to the commission pursuant 935 CMR 500.030(2), documentation of verification of references
- The job description or employment contract that includes duties, authority, responsibilities, qualification, 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 for any disciplinary action taken.
- Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).
- Personnel policies and procedures including at a minimum the following: a code of ethics, whistle-blower policy, and a policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations.
- All background check reports obtained in with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
- A staffing plan and records in compliance with 935 CMR 500.105(9).

# Record Keeping Procedures

## **I. Record Keeping and Maintenance of Financial Records**

Bada Vroom will assure record-keeping procedures meet or exceed all Cannabis Control regulations per 935 CMR 500: Adult use of Marijuana. Operating procedures presently in use by Bada Vroom, and in compliance with 935 CMR 501.000: Implementation of an Act for the Humanitarian Medical Use of Marijuana, will be updated to meet these standards when we are selected for a Tyngsborough license. All Bada Vroom records will be available for inspection by the Commission, upon request. In the event Bada Vroom closes, all records will be kept for at least two years at the expense of Bada Vroom. Records will be maintained in a form and location acceptable to the Commission.

At a minimum, Record Retention policies and procedures will cover the following:

1. Personal Records
2. Financial Records
3. Inventory Records
4. Operating Procedures
5. Business Records
6. Waste Disposal Records

### **Personnel Records**

Bada Vroom personnel records include job descriptions for each employee and volunteer position, as well as an organizational chart consistent with the job descriptions, and personnel record for each marijuana establishment agent. Personal records will be maintained for at least 12 months after termination of the individual's affiliation with Bada Vroom 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.
- All background check reports obtained in accordance with 935 CMR 500.030.

### **Financial Records**

Bada Vroom financial records will be maintained in accordance with generally accepted accounting principles. Financial records, which shall include manual or computerized.

Financial records include:

- Assets and liabilities.
- Monetary transactions.
- Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers.
- Sales records including the quantity, form, and cost of marijuana products.
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any

individual affiliated with Bada Vroom.

### **Inventory Records**

Bada Vroom will continue to utilize real-time seed-to-sale inventory tracking methodology. Bada Vroom will utilize Seed-to-sale tracking to tag and track all marijuana seeds, clones, plants, and marijuana products intended for sale for adult use or medical use. Such seed-to-sale software will be approved by the Commission. Real-time inventory will be maintained as specified by the Commission, including, at a minimum inventory of:

- marijuana seeds
- marijuana plants in any phase of development such as propagation, vegetation, and flowering
- marijuana ready for dispensing
- all marijuana products
- all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal

Bada Vroom will establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana in the process of cultivation, and finished, stored marijuana. Bada Vroom will conduct monthly marijuana in the process of cultivation and finished, stored marijuana. Bada Vroom will also conduct annual inventory at least once every year after the date of the previous comprehensive inventory. Oral devices will not be used for inventory control, only digital manual entries.

The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratories, except if allowed by 935 CMR 500.000.

### **Operating Procedures**

Bada Vroom will have and follow a set of detailed written operating procedures in full compliance with 935 CMR 500.000.

At a minimum, procedures will include:

- Security measures in compliance 935 CMR 500.100
- Employee security policies, including personal safety and crime prevention techniques
- Description of hours of operation and after-hours contact information provided to the Commission and appropriate law enforcement officials upon request
- Storage procedures in compliance with 935 CMR 500.105(11)
- Description of various strains of marijuana Bada Vroom will sell, and the forms in which we will sell such marijuana
- Procedures for accurate record keeping, 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
- Staffing Plan and staffing records in compliance with 935 CMR 500.105(9)
- 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
- Plan describing how confidential information is maintained and handled
- Policy for the immediate dismissal of an Bada Vroom agent who has:
  - diverted marijuana, which will be reported to appropriate law enforcement officials and to the Commission
  - engaged in unsafe practices with regard to operations of Bada Vroom facilities, which will be reported to the Commission
  - been convicted or entered a guilty plea, pleas 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.
- List of all board members and executives of Bada Vroom, and members, if any, of Bada Vroom will be made available upon request by any individual.
- Cash Handling policies and procedures including storage, collection frequency, and transport to financial institutions.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old
- Policies and procedures for energy efficiency and conservation

### **Business Records**

Business records may be computerized or manual. Records will include assets and liabilities; monetary transactions; books of accounts which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Bada Vroom.

### **Waste Disposal Records**

Bada Vroom will dispose of all waste as required under 935 CMR 500.105(12). Such records will be maintained for three years.



# Record Keeping Procedures

## **I. Record Keeping and Maintenance of Financial Records**

Bada Vroom will assure record-keeping procedures meet or exceed all Cannabis Control regulations per 935 CMR 500: Adult use of Marijuana. Operating procedures presently in use by Bada Vroom, and in compliance with 935 CMR 501.000: Implementation of an Act for the Humanitarian Medical Use of Marijuana, will be updated to meet these standards when we are selected for a Tyngsborough license. All Bada Vroom records will be available for inspection by the Commission, upon request. In the event Bada Vroom closes, all records will be kept for at least two years at the expense of Bada Vroom. Records will be maintained in a form and location acceptable to the Commission.

At a minimum, Record Retention policies and procedures will cover the following:

1. Personal Records
2. Financial Records
3. Inventory Records
4. Operating Procedures
5. Business Records
6. Waste Disposal Records

### **Personnel Records**

Bada Vroom personnel records include job descriptions for each employee and volunteer position, as well as an organizational chart consistent with the job descriptions, and personnel record for each marijuana establishment agent. Personal records will be maintained for at least 12 months after termination of the individual's affiliation with Bada Vroom 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.
- All background check reports obtained in accordance with 935 CMR 500.030.

### **Financial Records**

Bada Vroom financial records will be maintained in accordance with generally accepted accounting principles. Financial records, which shall include manual or computerized.

Financial records include:

- Assets and liabilities.
- Monetary transactions.
- Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers.
- Sales records including the quantity, form, and cost of marijuana products.
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any

individual affiliated with Bada Vroom.

### **Inventory Records**

Bada Vroom will continue to utilize real-time seed-to-sale inventory tracking methodology. Bada Vroom will utilize Seed-to-sale tracking to tag and track all marijuana seeds, clones, plants, and marijuana products intended for sale for adult use or medical use. Such seed-to-sale software will be approved by the Commission. Real-time inventory will be maintained as specified by the Commission, including, at a minimum inventory of:

- marijuana seeds
- marijuana plants in any phase of development such as propagation, vegetation, and flowering
- marijuana ready for dispensing
- all marijuana products
- all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal

Bada Vroom will establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana in the process of cultivation, and finished, stored marijuana. Bada Vroom will conduct monthly marijuana in the process of cultivation and finished, stored marijuana. Bada Vroom will also conduct annual inventory at least once every year after the date of the previous comprehensive inventory. Oral devices will not be used for inventory control, only digital manual entries.

The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratories, except if allowed by 935 CMR 500.000.

### **Operating Procedures**

Bada Vroom will have and follow a set of detailed written operating procedures in full compliance with 935 CMR 500.000.

At a minimum, procedures will include:

- Security measures in compliance 935 CMR 500.100
- Employee security policies, including personal safety and crime prevention techniques
- Description of hours of operation and after-hours contact information provided to the Commission and appropriate law enforcement officials upon request
- Storage procedures in compliance with 935 CMR 500.105(11)
- Description of various strains of marijuana Bada Vroom will sell, and the forms in which we will sell such marijuana
- Procedures for accurate record keeping, 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
- Staffing Plan and staffing records in compliance with 935 CMR 500.105(9)
- 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
- Plan describing how confidential information is maintained and handled
- Policy for the immediate dismissal of an Bada Vroom agent who has:
  - diverted marijuana, which will be reported to appropriate law enforcement officials and to the Commission
  - engaged in unsafe practices with regard to operations of Bada Vroom facilities, which will be reported to the Commission
  - been convicted or entered a guilty plea, pleas 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.
- List of all board members and executives of Bada Vroom, and members, if any, of Bada Vroom will be made available upon request by any individual.
- Cash Handling policies and procedures including storage, collection frequency, and transport to financial institutions.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old
- Policies and procedures for energy efficiency and conservation

### **Business Records**

Business records may be computerized or manual. Records will include assets and liabilities; monetary transactions; books of accounts which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Bada Vroom.

### **Waste Disposal Records**

Bada Vroom will dispose of all waste as required under 935 CMR 500.105(12). Such records will be maintained for three years.



## **QUALIFICATIONS AND TRAINING**

Bada Vroom LLC ("Bada Vroom" or the "Company") shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete the minimum training requirements prior to performing job functions. Marijuana establishment agents will receive a total of eight hours of training that will be tailored to the role and responsibilities of the designated job function at Bada Vroom. Marijuana establishment agents will be trained for one week before acting as an agent. At a minimum, marijuana establishment agents shall receive a total of eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with Bada Vroom. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b)(1), all current marijuana establishment agents of Bada Vroom involved in the handling and sale of marijuana at the time of licensure or licensure renewal, will have successfully completed a Responsible Vendor Training ("RVT") Program, and be designated a "responsible vendor." In accordance with 935 CMR 500.105(2)(b)(1)(a)-(c), a marijuana establishment agent at Bada Vroom will be enrolled in the Basic Core Curriculum of the RVT program, and successfully complete the course within 90 days of hire. Upon the completion of the Basic Core Curriculum, the marijuana establishment agent will be eligible to enroll in the Advanced Core Curriculum if Bada Vroom deems it appropriate. Administrative employees at Bada Vroom that do not handle or sell marijuana, may voluntarily participate in the four-hour RVT requirement, but may take a Responsible Vendor Training Program.

Bada Vroom will comply with 935 CMR 500.105(2)(b)(3) by requiring all marijuana establishment agents who have completed the Basic Core Curriculum, and are involved in the handling and sale of marijuana enroll in and complete the four-hour RVT requirement annually. This will ensure that Bada Vroom maintains its designation as a Responsible Vendor.

Bada Vroom shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(a)(5). Responsible vendor training shall include: marijuana's effects on the human body; diversion prevention and prevention of sales to minors; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID along with spotting and confiscating fraudulent ID; and key state and local laws.

All of Bada Vroom's employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Bada Vroom employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(2). All registered agents of Bada Vroom shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in the marijuana establishment agents' files. Bada Vroom shall retain all training records for four (4) years as required by 935 CMR 500.105(2)(a)(5). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

## **Energy Compliance Plan**

### **I. Cultivation Process and Procedures, Including Evidence of Plans for Compliance with Cannabis Control Commission Best Practices for Energy Use, Water Consumption and Pesticide Controls:**

Bada Vroom LLC will not be cultivating or producing any of its own inventory. Product will be acquired via the wholesale agreement through our partner Bada Bloom! Inc., as well as other wholesale providers throughout the Commonwealth. Bada Bloom!'s cultivation facility will be located in Tyngsborough, MA and have invested heavily in energy efficient growing practices including all LED lights, Geothermal wells for cooling lights and HVAC systems and automation to reduce water usage. Bada Bloom! Inc. will not use any pesticides or radiation.

Bada Vroom shall make vehicle fleet decisions based upon the expected daily deliveries and demand and regularly evaluate alternative fuel options. Bada Vroom shall notify the Commission within 21 days of any substantial modification to a wholesale agreement that alters which Licensee has responsibility for White Labeling on behalf of the Delivery Operator. A Licensee shall obtain the written authorization of the Commission prior to commencing white labeling. Bada Vroom shall notify the Commission within 21 days of any substantial modification to a wholesale agreement that alters which Licensee has responsibility for white labeling on behalf of the delivery operator.

## **Diversity Plan**

Bada Vroom, values the diversity and inclusion of its workforce. We are committed to respecting the differences and individual strengths and capabilities of all people. We understand and recognize that each individual is unique and valuable, and that business success will be drawn from an array of highly competent individuals. The Company believes that it must attract, develop, and retain the best individuals from all segments of the population in order to attain its business objectives.

Bada Vroom will prioritize the hiring and training of commission approved areas of diversity including:

1. People of Color
2. Women
3. Veterans
4. LGBTQ+
5. Persons with Disabilities

Metrics for these hiring goals are found on the second page of our Plan. Bada Vroom Delivery will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by Bada Vroom Delivery will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Bada Vroom Delivery has outlined methods in which the goals and programs will be tracked and measured for success. Measuring the success of programs is critical in being able to accurately report to the Commission when applying to renew the license. One month before the submission to renew a Bada Vroom Delivery license, designated Bada Vroom Delivery agents, including members of management, will meet to review the Diversity Plan. In the internal review, Bada Vroom Delivery will evaluate the plan and measurements, analyzing successes and failures, and addressing potential adjustments.

### **Goals, Programs, and Metrics**

#### **Goal #1 - Engage marijuana establishments and other businesses owned by veterans, women, people of color, LGBTQ+ individuals, and persons with disabilities.**

- Program: Bada Vroom Delivery will identify and engage with diverse businesses whenever possible. Bada Vroom Delivery will utilize CCC licensing and Open Data resources, and the Massachusetts Supplier Diversity Office to identify certified Veteran Business Enterprises, Minority Business Enterprises, Women Business Enterprises, Lesbian Gay Bisexual Transgender Enterprises, and Disability-Owned Business Enterprises for contracting new employees. By contracting with the certified diverse business enterprises, Bada Vroom Delivery will create economic opportunity and increase the number of these businesses that contract or otherwise do business with marijuana establishments.
  - Goal: Bada Vroom Delivery will commit to contracting or otherwise doing business with at least two certified businesses per year and engage at least ten diverse businesses with these vending or other business opportunities biannually.
  - Data source: Accounting department
  - Qualitative metric: The accounting department will keep record of the certified business enterprise status of all vendors as applicable and will report the progress of this program to the executive team biannually.

**Goal #2 - Create a workforce that meets our diverse hiring goals.**

- Program: Bada Vroom Delivery will organize and conduct its own job fairs, specific to and timed to support its own staffing needs to recruit, hire, and retain a workforce wherein Agent diversity meets or exceeds the commission's definitions for diversity: people of color, women, veterans, LGBTQ+ individuals and people with disabilities. Bada Vroom Delivery will conduct at least one diversity-focused job fair per year. Job fairs and other recruitment efforts will be advertised, at minimum, on social media and the Lowell Sun.
  - Goal: Bada Vroom Delivery's goal is to meet or exceed the following:
    - People of Color: 10%
    - Women: 25%
    - Veterans: 5%
    - Persons with disabilities: 5%
    - LGBTQ+ individuals: 5%
  - Metric: The HR department will track Agent demographics continuously and issue the Demographic Survey at least annually to validate data.
  - Data source: HR department
  - Qualitative metric: Bada Vroom Delivery will conduct a voluntary, anonymous, company-wide demographic survey at least annually. The results of the surveys will compare against the total number of employees at the time each survey is taken.